



CITY COUNCIL

Meeting Agenda

REGULAR MEETING
2013
COUNCIL CHAMBERS

MONDAY, SEPT 23,
7:00 P.M.

The Regular Meetings of City Council are filmed and can be viewed LIVE while the meeting is taking place or at your convenience at any time after the meeting on the City's website at www.ReadingPa.gov, under Info and Downloads/Meetings and Agenda. All electronic recording devices must be located behind the podium area in Council Chambers and located at the entry door in all other meeting rooms and offices, as per Bill No. 27-2012.

1. OPENING MATTERS

A. CALL TO ORDER

B. INVOCATION: Rabbi Minna Bromberg, Keshar Zion Synagogue

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

2. PROCLAMATIONS AND PRESENTATIONS

- Presentation of a plaque honoring the late Bob Batdorf by Chief Heim
- Council Commendation recognizing Kiddie Kar Collectibles, accepted by Michael & Joyce Appnel, owners
- Council Commendation recognizing W. H. Dance Academy, accepted by Wanda Holdren, owner
- Council Commendation recognizing Fetal Alcohol Spectrum Disorders, accepted by St. Joseph Hospital
- Council Commendation recognizing the Reading Buccaneers, accepted by Bill Snook, Assistant Director

- Council Commendation recognizing Hispanic Heritage Month, accepted by the Hispanic Center
- Council Recognition of Dr. Ruben Flores
- Council Recognition of Dr. Raquel Yiengst
- Council Recognition of Marcelino Colon
- Council Recognition of Waldo Alvarado
- Council Recognition of Nytza Santiago
- Presentation by Latin Flair

3. PUBLIC COMMENT – AGENDA MATTERS:

Citizens have the opportunity to address the Council, by registering with the City Clerk by 5 pm on the day of the scheduled Council meeting. All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or any person becoming unruly while addressing Council may be called to order by the Presiding Officer and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council.

All comments by the public shall be made from the speaker's podium. Citizens attending the meeting may not cross into the area beyond the podium. Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order.

*Those commenting on agenda business shall speak at the beginning of the meeting and shall limit their remarks to **5 minutes**. Those commenting on general matters shall speak after the legislative business is concluded and shall limit their remarks to **3 minutes**. No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration at the conclusion of anyone's remarks. Citizens may not ask questions of Council members or other elected or public officials in attendance.*

4. APPROVAL OF AGENDA

A. MINUTES: Regular Meeting of September 9, 2013 and Special Meeting of September 16, 2013

B. AGENDA: Regular Meeting of September 23, 2013

5. Consent Agenda Legislation

A. Resolution – exonerating the 2011 property taxes, interest and penalty for 112

Mulberry St., owned by the Central PA African American Museum for a total of \$387.59.
(Council Staff)

6. ADMINISTRATIVE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

2012 External Audit – Herbein & Co.

8. REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS

9. ORDINANCES FOR FINAL PASSAGE

A. Bill No. 41-2013 – amending the City’s Code by adding a new chapter regarding regulations for the permitting and inspection of tattoo and piercing establishments **(Board of Health)** *Advertised 9-15-13; Introduced at the September 9 regular meeting*

B. Bill No. 42-2013 – amending the City’s Code to add a Tattoo Establishment Inspection Fee \$100 and an application fee of \$50 **(Board of Health)** *Advertised 9-15-13; Introduced at the September 9 regular meeting*

C. Bill No. 43-2013 – authorizing the execution of a tri-party lease agreement between the City of Reading, the Berks County Conservancy and Alvernia University; a lease agreement between the City of Reading and Alvernia University and a lease agreement between the City of Reading and the Berks County Conservancy to provide for the leasing of certain portions of Angelica Park, as more specifically identified in exhibit “A”. **(Law)** *Introduced at the September 9 regular meeting; Summaries of agreements attached*

10. INTRODUCTION OF NEW ORDINANCES

A. Ordinance - Authorizing the transfer of \$56,363 from the General Fund account code (01-07-74-4101) Light and Power to account code (01-07-74-4216) Contracted Services for the purpose of payment to Susquehanna Municipal Finance for the Honeywell contract. **(Pub Works)**

B. Ordinance - Authorizing the transfer of \$ Transfer \$33,900.00 from 54-07-44-4525, Minor Capital Equipment, to the following: \$22,200.00 to 54-07-44-4000 Salaries; \$1,700.00 to 54-07-44-4913 Social Security; and \$10,000.00 to 54-07-44-4900 Fringe Benefits **(Bus Analyst)**

C. Ordinance - Transferring two Municipal Aide II positions in the Citizens Service Center Division of the Department of Administrative Services to the Waste Water Treatment Division of the Department of Public Works. **(Bus Analyst)**

D. Ordinance - Authorizing the transfer of \$14,000.00 from the IT Salaries line item (01-06-23-4000) to the IT Consulting Services line item (01-06-23-4222). **(Bus Analyst)**

E. Ordinance - Amending Chapter 308, Housing, of the City of Reading Code to provide for Part 3, Abandoned Real Property Registration. **(Law)** Advertised Sept 30th

F. Ordinance – 2014 Property Tax at fifteen and six hundred eighty-nine thousandths mills (.015689) on the dollar **(Council President)**

G. Ordinance – 2014 Land Value Property Tax) at twenty-two and nine hundred ninety-five thousandths mills (0.022995) on the dollar, or twenty dollars and ninety-nine point five cents (\$22.995) on each one thousand dollars is hereby levied and assessed on land, and a tax of twelve and five hundred fifty-nine thousandths mills (0.012559) on the dollar, or twelve dollars and fifty-five point nine cents (\$12.559) on each one thousand dollars is hereby levied and assessed on improvements to land **(Mayor)**

H. Ordinance – amending Chapter 576 – Vehicles and Traffic, Part 12 Parades, Special Events, and Public Gatherings by making clarifications to the terms of the ordinance(Bus Analyst)

I. Ordinance – authorizing the execution of a First Amendment to Lease Agreement between the City of Reading and Alvernia University to provide for the leasing of certain portions of Angelica and the baseball field area, as more specifically identified in Exhibit “A”. **(Law)**

PENDING

Ordinance – 2014 General Fund Budget

Ordinance – 2014 Capital Improvement Program Budget

Ordinance – 2014 Position Ordinance

Ordinance – Resident Home Rule EIT; a tax of one and five tenths percent (1.5%) (Reduction of 0.1%)

Ordinance – Commuter EIT; a tax of up to a maximum of one and two tenths percent (1.2%) (Reduction of 0.1%)

11. RESOLUTIONS

A. Resolution – appointing James McDevitt to the Human Relations Commission **(Nom & Appts)**

B. Resolution – appointing Daniel Laws Jr to the Downtown Improvement District Authority (**Nom & Appts**)

12. PUBLIC COMMENT – GENERAL MATTERS

Please see public speaking rules on first page

13. COUNCIL BUSINESS / COMMENTS

14. COUNCIL MEETING SCHEDULE

Monday, September 23

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

Tuesday, September 24

HARB Appeal Hearing re 332 N 5th St – Council Chambers – 5 pm

Monday, September 30

Budget Review – Penn Room – 5 pm

Monday, October 7

Nominations & Appointments Committee – Council Office – 4 pm

Capital Program Budget Public Hearing – Council Chambers – 5 pm

Budget Review – Penn Room 5:30 pm

Tuesday, October 8

General Fund Public Hearing – Council Chambers – 5 pm

Monday, October 14

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

15. BAC AND COMMUNITY GROUP MEETING SCHEDULE

Monday, September 23

DID Authority – 645 Penn St 5th floor – noon

Tuesday, September 24

Housing Authority Workshop – WC Building – 4 pm

Housing Authority – WC Building – 5 pm

Environmental Advisory Council – Albright Garden – 5 pm
Citizens Advisory Board – Penn Room – 5:30 pm
Planning Commission – Penn Room – 7 pm
Penns Commons Neighborhood Group – Penns Commons Meeting room – 7 pm

Wednesday, September 25

Human Relations Commission – Penn Room – 5:30 pm
Parking Authority – Parking Authority Office – 5:30 pm
Stadium Commission – Stadium RBI room – 7:30 pm

Thursday, September 26

Water Authority – Water Authority Office – 4 pm

Monday, September 30

District 7 Crime Watch – Holy Spirit Church – 7 pm

Tuesday, October 1

Board of Health – Penn Room – 4 pm
Charter Board – Penn Room – 7 pm

Wednesday, October 2

Reading Elderly Housing Crime Watch – Front & Washington Sts – 2:30 pm
District 2 Crime Watch – St Paul's Lutheran Church – 6:30 pm

Thursday, October 3

Police Civil Service Board – Penn Room – noon
Glenside Community Council – Christ Lutheran Church – 6:30 pm
District 3 Crime Watch – Calvary Baptist Church – 7 pm

Monday, October 7

Shade Tree Commission – Planning Conference Room – 6 pm

Tuesday, October 8

Water Authority Workshop – Water Authority Office – 4 pm
District 11 Crime Watch – Orthodox Presbyterian Church – 7 pm

Wednesday, October 9

Zoning Hearing Board – Council Chambers – 5:30 pm
Center City Community Organization – Holy Cross Church – 6 pm

Thursday, October 10

Police Pension Board – Penn Room – 10 am

Outlet Area Neighborhood – St Mark's Lutheran Church – 6:30 pm

Monday, October 14

Fire Civil Service Board – Penn Room – 4 pm

6th & Amity Neighborhood & Playground Assn – 6th & Amity field house – 6:30 pm

**City of Reading City Council
Regular Business Meeting
Monday, September 9, 2013**

Council Vice president Marcia Goodman-Hinnershitz called the meeting to order.

The invocation was given by Rev. Laddie Benton, Washington Presbyterian Church.

All present pledged to the flag.

ATTENDANCE

Councilor Corcoran, District 1

Councilor Goodman-Hinnershitz, District 2

Councilor Sterner, District 3

Councilor Marmarou, District 4

Councilor Waltman, District 6

City Auditor D. Cituk

City Solicitor C. Younger

City Clerk L. Kelleher

Managing Director C. Snyder

Mayor V. Spencer

Council Vice President Goodman-Hinnershitz stated that Council President Acosta and Councilor Reed are both excused from this meeting due to schedule conflicts.

PROCLAMATIONS AND PRESENTATIONS

City Clerk Kelleher administered the Oath of Office to

- 2nd Deputy Fire Chief Sean Hart
- 1st Deputy Chief Frank Nefos Jr.
- Fire Training Lieutenant Gail Knauer
- Fire/EMS Lieutenant David Ciabattoni

Council issued a Commendation to CosPro Development, accepted by Paul Mazzotta, owner and founder.

PUBLIC COMMENT

Council Vice President Goodman-Hinnershitz reviewed the public speaking regulations and stated that no one is registered to address Council this evening.

APPROVAL OF THE AGENDA & MINUTES

Council Vice President Goodman-Hinnershitz called Council's attention to the agenda for this meeting, including the legislation listed under the Consent Agenda heading, and the minutes for the August 26th Regular Meeting of Council. She stated that the Administration has withdrawn Resolution B under the Consent Agenda heading relating to the purchase of public furniture.

Councilor Corcoran moved, seconded by Councilor Marmarou, to approve the minutes from the August 26th Regular Meetings of Council and the agenda, including the legislation under the Consent Agenda heading, as amended. The motion was approved unanimously.

Consent Agenda

A. Resolution 65-2013 - authorizing the mayor to execute a PY2006 CDBG action plan amendment to use \$8000 in unprogrammed CDBG funds for the Centre Park Historic District signage installation activity (Com Dev)

C. Resolution 67-2013 - authorizing offers of employment to the 19 probationary fire trainees, effective September 16, 2013 (Fire)

D. Award of Contract - for the Tree Care Project to Arbor Care/Rod Irwin Land Clearing, 701 Candy Road, Mohnton, PA 19540 who is the sole bidder with total bid price of \$27,120.00. (Pub Works/Purchasing)

ADMINISTRATIVE REPORT

Mayor Spencer read the report distributed to Council at the meeting. In summary:

- Attended a neighborhood meeting at Bethel AME Church
- Noted the planned presentation of the 2014 Budget on September 16th
- Announced the relocation of Building/Trades and Zoning to the Customer Service Center on the first floor of City Hall
- Noted the presentation on Land Value Tax to the College Heights Community Council

AUDITOR'S REPORT

City Auditor Cituk read the report distributed to Council at the meeting covering the following:

- Noted the completion of the 2012 External Audit
- Noted the planned presentation of the 2014 Budget on September 16th

REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, &

COMMISSIONS

None.

ORDINANCES FOR FINAL PASSAGE

None.

INTRODUCTION OF NEW ORDINANCES

Council Vice President Goodman-Hinnershitz read the following ordinances into the record:

A. Ordinance – amending the City’s Code by adding a new chapter regarding regulations for the permitting and inspection of tattoo and piercing establishments **(Board of Health)**
Advertised 9-15-13

B. Ordinance – amending the City’s Code to add a Tattoo Establishment Inspection Fee \$100 and an application fee of \$50 **(Board of Health)** *Advertised 9-15-13*

C. Ordinance – authorizing the execution of a tri-party lease agreement between the City of Reading, the Berks County Conservancy and Alvernia University; a lease agreement between the City of Reading and Alvernia University and a lease agreement between the City of Reading and the Berks County Conservancy to provide for the leasing of certain portions of Angelica Park, as more specifically identified in exhibit “A”. **(Law)**

RESOLUTIONS

A. Resolution 68-2013 – reappointing Lynn Smith to the Animal Control Board **(Nom & Appts)**

B. Resolution 69-2013 – reappointing Jeff Darlington to the Board of Ethics **(Nom & Appts)**

C. Resolution 70-2013 – reappointing Brian Fichthorn to the Main Street Board **(Nom & Appts)**

D. Resolution 71-2013 – reappointing Pamela Cianciosi to the Citizens Advisory Board **(Nom & Appts)**

Councilor Corcoran moved. Seconded by Councilor Marmarou, to adopt Resolutions 68-71-2013.

Resolution No. 68-71 -2013 were adopted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman - 5
Nays: None - 0

E. Resolution 72-2013 – appointing Craig Breneiser to the Fire Civil Service Board (Nom & Appts)

F. Resolution 73-2013 – appointing Jared Barcz a full member of the Zoning Hearing Board (Nom & Appts)

Councilor Corcoran moved, seconded by Council Sterner, to adopt Resolutions 72-73 -2013.

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman - 5
Nays: None - 0

COUNCIL BUSINESS / COMMENTS

Councilor Sterner congratulated those promoted in the Fire Department and those receiving commendations. He noted that the remarks made by Mr. Mazzotta, owner of CosPro were very meaningful. He announced that the Outlet Area Neighborhood Group is meeting this Thursday at 6:30 at St. Marks Lutheran Church, located at North 10th and Windsor Streets.

Councilor Marmarou described the quality of life problems with the student rentals in the Albright College area.

City Auditor Cituk reminded everyone about the 9/11 Ceremony scheduled for 9:55 am at City Park. The ceremony will be moved to Council Chambers if inclement weather occurs.

Council Vice President Goodman-Hinnershitz reviewed the upcoming meeting schedule.

Councilor Marmarou moved, seconded by Councilor Corcoran, to adjourn the regular meeting of Council.

Respectfully submitted by Linda A. Kelleher CMC, City

Clerk

**City of Reading City Council
Special Meeting
Monday, September 16, 2013**

Council President Francis G. Acosta called the Special Meeting to order at 5:06 pm.

ATTENDANCE

Council President Acosta
Councilor Corcoran, District 1
Councilor Goodman-Hinnershitz, District 2
Councilor Sterner, District 3
Councilor Marmarou, District 4
Councilor Reed, District 5
Councilor Waltman, District 6
City Solicitor C. Younger
City Clerk L. Kelleher
Managing Director C. Snyder
City Auditor D. Cituk
Mayor V. Spencer

PUBLIC COMMENT

No one was registered to address Council.

MAYOR'S BUDGET MESSAGE

Mayor Spencer read the budget message distributed to Council with the proposed 2014 budget. In summary he stated that the proposed 2014 budget totals \$82.5M in revenues and expenses, compared to the approved 2013 budget which totaled \$76.9M. He stated that the budget retains the current real estate tax rate and reduces the Resident and Commuter EIT. He stated that the increase in fire personnel is covered through the SAFER grant and that the current police manning level has been retained. He stated that the budget includes \$1M in IT upgrades.

Mayor Spencer stated that the following personnel adjustments are included in the 2014 Budget:

- Addition of two (2) clerks in the Customer Service Center
- Addition of a Business Analyst in the Managing Director's Office
- Addition of a Communications Specialist in the Mayor's Office
- Addition of two (2) part-time clerks in the tax area of the Customer Service Center to focus on the collection of Business Privilege Tax

Mayor Spencer stated that the budget increases funding for the Reading Public Library and adds a 4th ambulance unit in the EMS Division.

INTRODUCTION OF NEW ORDINANCES

Council President Acosta read the following ordinances into the record:

Ordinance – 2014 Budget

Ordinance – 2014 Capital Program Ordinance

Ordinance – Property Tax Ordinance

Ordinance – Resident EIT

Ordinance – Commuter EIT

Ordinance – Position Ordinance

No further business was brought to the table.

Councilor Goodman-Hinnershitz moved, seconded by Councilor Corcoran, to adjourn the Special Meeting.

Respectfully submitted by Linda A. Kelleher CMC, City

Clerk

RESOLUTION NO. _____2013

AUTHORIZING THE EXONERATION OF OUTSTANDING CITY PROPERTY TAXES, INTEREST AND PENALTIES FOR THE YEAR 2011 FOR 112 MULBERRY STREET, READING, BERKS COUNTY, PENNSYLVANIA.

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS FOLLOWS:

That the City of Reading, City Council does hereby authorize the exoneration of all outstanding City Property Tax and Penalties for the year 2011, for 112 Mulberry Street, owned by the Central PA African American Museum, PIN # 531777007985, in the amount of 2011 Flat Tax \$312.48 Penalty \$31.25 Interest \$43.86 for a total of \$387.59.

Adopted by Council _____, 2013

President of Council

Attest:

City Clerk



CITY OF READING CITY COUNCIL

Brief

Item:	Tattoo Regulations	From:	Shelly Katzenmoyer Deputy City Clerk
Briefing No.:	1-2013	Date:	August 29, 2013

SUBJECT: Establishment of Tattoo Regulations, Inspections, and Permits

BACKGROUND: The Board of Health began discussing this topic on July 7, 2010 after Property Maintenance Division Manager Natale made a visit to Lancaster, PA. During the visit, he learned that the City of Lancaster regulates and inspects tattoo establishments. He was given a copy of their regulations.

Mr. Natale brought this issue before the Board of Health for their assistance in adapting the Lancaster regulations to meet Reading's needs. He stated that this would assist the City by closing down the unpermitted establishments, regulating sanitary conditions, decreasing the number of tattoos being performed by untrained individuals in private homes, and underage tattoos.

PROGRESS REPORT: At the time this issue was brought forward, the Board of Health did not have a full complement of active members and began having problems reaching a quorum. In addition, City legal staff and City Council staff underwent several transitions slowing this process. However, in November 2012, the Board had two physician members committed to the Board and they began reviewing the regulations in earnest. In addition, several new members have been named to the Board and a quorum is now regularly reached.

During the review process, the Board worked with several members of the Property Maintenance Division, Legal Specialist Coleman, and Deputy City Clerk Katzenmoyer.

City tattoo establishments were provided a copy of the draft regulations in January 2013 and representatives were invited to attend the Board's February meeting to make comments and suggestions. We were pleased that representatives from all establishments were present and that there was open and productive discussion. Many of the comments and suggestions made by the professionals were integrated into the regulations. These representatives also attended the March meeting to conclude these discussions.

The Board then put the finishing touches on the regulations and they were distributed to the tattoo establishments again in July. No comments were received and the Board interprets this as good news. The Board recommends that the regulations be considered and enacted by Council at this time.

In addition to the regulations, the Board suggests adding a fee for the permitting and inspection process.

ORDINANCE _____ - 2013

**AN ORDINANCE OF THE CITY OF READING AMENDING THE CODE OF
ORDINANCES BY ADDING A NEW CHAPTER 540 - TATTOO AND PIERCING
ESTABLISHMENTS IN PART II GENERAL LEGISLATION**

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Code of Ordinances of the City of Reading is hereby amended to add a new Chapter 540 – Tattoo and Piercing Establishments in Part II General Legislation as attached as Exhibit A.

SECTION 2: All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

SECTION 3: If any section, subsection, sentence or clause of this ordinance is held for any reason to be invalid such decision shall not affect the validity of the remaining portions of the Ordinance.

Section 4: This Ordinance shall become effective in ten (10) days in accordance with Charter Section 219 after passage.

Enacted _____, 2013

Council President

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

TATTOO AND PIERCING ESTABLISHMENTS

§ 540-101. TITLE. This chapter shall be known and may be cited as “The City of Reading Tattoo and Body Piercing Ordinance.”

§ 540-102. PURPOSE. The purpose of this chapter is to protect the public health, safety and general welfare by regulating individuals and establishments providing tattooing and body piercing services and by providing a uniform set of guidelines for the provision of those services and the operation of those establishments.

§ 540-103. WORD USAGE AND DEFINITIONS. In the administration of this chapter, words in the present tense include the future, the singular number includes the plural and the plural the singular; the masculine includes the feminine; the words “shall” and “will” are mandatory; and the word “may” is permissive.

For the purposes of this ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this Section:

AFTERCARE. Written and verbal instructions given to the client, specific to the body art procedure(s) rendered, on caring for the body art and its surrounding area.

ANTISEPTIC. An agent that destroys disease-causing microorganisms on human skin or mucosa.

APPRENTICE. An individual being taught a trade.

ARTIST/OPERATOR/TECHNICIAN/PRACTITIONER. Any person who controls, operates, manages, conducts or practices body art activities at a body art establishment. The term includes technicians and apprentices who work under the operator and perform body art activities.

AUTOCLAVE. An apparatus for sterilization, utilizing steam pressure at a specific temperature over a period of time.

BLOODBORNE PATHOGENS. Standard OSHA Guidelines as defined in 29 CFR 1910.103, “Occupational Exposure to Bloodborne Pathogens.”

BODY ART. The practice of body piercing and tattooing.

BODY ART ESTABLISHMENT OR FACILITY. Any space where body piercing or tattooing is conducted.

BODY PIERCING. The perforation of human tissue, excluding ear piercing, for a nonmedical purpose.

CLIENT. A person who requests a body art procedure at a body art establishment.

CLIENT RECORD. A file kept by the establishment maintaining information regarding the client

and the body art procedures provided to the client.

CONTAMINATED WASTE/BIOLOGICAL WASTE/BIOHAZARD WASTE. Any liquid or semiliquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semiliquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; sharps and any wastes containing blood and other potentially infectious materials, as defined in 29 Code of Federal Regulations Part 1910.1030 (latest edition), known as “Occupational Exposure to Bloodborne Pathogens” and/or 105 CMR 480.000 “Storage and Disposal of Infectious or Physically Dangerous Medical or Biological Waste.”

COSMETIC TATTOOING (SEE TATTOOING). Permanent cosmetics and/or micropigment implantation.

DEPARTMENT. City of Reading Property Maintenance Division

DISINFECTION. The destruction of disease-causing microorganisms on inanimate objects or surfaces, thereby rendering these objects safe for use or handling.

EAR PIERCING. The puncturing of the outer perimeter or lobe of the ear using a presterilized single-use stud and clasp ear piercing system following manufacturers’ instructions.

EQUIPMENT/FURNITURE. All machinery, including fixtures, containers, vessels, tools, devices, implements, furniture, display and storage areas, sinks and all other apparatus and appurtenances used in connection with the operation of a body art establishment.

EXPOSURE. Any event where there is an eye, mouth or other mucus membrane or nonintact skin contact with the blood or body fluids of another person or contact of eye, mouth or other mucus membrane, nonintact skin with other potentially infectious matter and/or an occurrence whereby an individual is exposed to medical waste.

GAUGING. The deliberate expansion of a healed fistula (hole in the skin) for the purpose of wearing body piercing jewelry.

GLOVES. Disposable protective coverings for the hands.

HANDSINK. A lavatory equipped with tempered hot and cold running water under pressure, used solely for washing hands, arms or other portions of the body.

HEALTH OFFICER. The Health Officer of the City of Reading or his or her designee.

HEALTH PERMIT. The written authorization by the City of Reading to operate a body art establishment and/or to provide body art services. This permit is separate from any other licensing requirement that may exist within communities or political subdivisions other than the City of Reading.

HOT WATER. Water at a temperature greater than or equal to 110° F. but not greater than 125° F.

INFECTIOUS WASTE.

- A. Blood and body fluids in a liquid or semi liquid state;
- B. Items contaminated with blood or body fluids, which, if compressed or disturbed, may release liquid or semi liquid blood or body fluids;
- C. Sharps which have been used in performing body art;
- D. Other waste which contains pathogenic microbial agents or other biologically active materials in sufficient concentrations that exposure to the waste directly or indirectly creates a significant risk of disease.

INSTRUMENTS USED FOR BODY ART. Hand pieces, needles, sharps, needle bars and other instruments that may come in contact with a client's body or may be exposed to bodily fluids during body art procedures.

INVASIVE. Entry into the body either by incision or insertion of an instrument into or through the skin or mucosa, or by any other means intended to puncture, break or compromise the skin or mucosa.

JEWELRY. Any personal ornament inserted into a newly pierced area.

LIQUID CHEMICAL GERMICIDE. A sanitizer registered with the Environmental Protection Agency or an approximate 1:100 dilution of household chlorine bleach made fresh daily and dispensed from a spray bottle (500 ppm, 1/4 cup per gallon or two tablespoons per quart of tap water).

MEDICAL WASTE.

- A. Blood and body fluids in a liquid or semiliquid state;
- B. Items contaminated with blood or body fluids, which, if compressed or disturbed, may release liquid or semiliquid blood or body fluids;
- C. Sharps which have been used in performing body art;
- D. Other waste which contains pathogenic microbial agents or other biologically active materials in sufficient concentrations that exposure to the waste directly or indirectly creates a significant risk of disease.

MINOR. Any individual under the age of 18.

OPERATOR. The term "operator" shall mean

- A. Any individual, firm, company, corporation, or association that owns or operates an establishment where tattooing is performed
- B. Any individual who performs or practices the art of tattooing on a human being.

This definition shall not apply to

1. Licensed physicians, dentists, or doctors of veterinary medicine in performance of their professional duties
2. Funeral directors
3. Corrective cosmetics establishments physically located within a licensed physician's office.

PERMIT HOLDER. A person who holds a permit to operate a body art establishment or to provide body art services.

PERSON. An individual, any form of business or social organization or any other nongovernmental legal entity including but not limited to a corporation, partnership, limited liability company, association, trust or unincorporated organization.

PHYSICIAN. A health professional who has earned a degree of Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) after completing an approved course of study. A physician is required to obtain a license from the state in which professional services will be performed.

PIERCING. The term piercing refers to piercing of skin with insertion of a device. Individuals who pierce only ear lobes are exempt from the regulations.

PROCEDURE SURFACE. Any surface of an inanimate object that contacts the client's skin during a body art procedure, skin preparation of the area adjacent to and including the body art procedure or any associated work area, which may require sanitizing.

RECORD/REGISTER. List.

SANITARY. Clean and free of agents of infection or disease.

SANITIZE/SANITIZATION PROCEDURE. A process of reducing the numbers of microorganisms on cleaned surfaces and equipment to a safe level as judged by public health standards and which has been approved by the Property Maintenance Division and/or by the Center for Disease Control and Prevention.

SHARPS. Any object (sterile or contaminated) that may purposefully or accidentally cut or penetrate the skin or mucosa including, but not limited to, presterilized, single-use needles, scalpel blades and razor blades.

SHARPS CONTAINER/BIOHAZARD CONTAINER. A puncture-resistant, leak-proof container that can be closed for handling, storage, transportation and disposal and is labeled with the international biohazard symbol.

SINGLE USE. Products or items that are intended for one-time, one-person use and are disposed of after use on each client including, but not limited to, cotton swabs or balls, tissues or paper products, paper or plastic cups, gauze and sanitary coverings, razors, piercing needles, scalpel blades, stencils, ink cups and gloves.

STERILIZATION. A process approved by the Property Maintenance Division resulting in the destruction of all forms of microbial life, including highly resistant bacterial spores.

TATTOO. The indelible mark, figure, or decorative design introduced by the insertion of dyes or pigments into or under the subcutaneous portion of the skin.

TATTOOING. The term tattooing refers to one or more of the following:

- A. Any method of placing indelible mark(s), figure(s), letter(s), scroll(s), symbol(s), or decorative design(s) upon or under the skin of a living human being with ink or any other substance, resulting in the coloration of the skin by the aid of needles or any other instrument designed to touch or puncture the skin.
- B. An indelible design made upon the skin of a living human being by production of scars other than by branding.
- C. All forms of cosmetic tattooing.

TATTOO ESTABLISHMENT. A place where tattooing is performed.

TATTOOIST. Any person who applies a tattoo to the body of another person.

TEMPORARY BODY ART ESTABLISHMENT. Any place or premise operating at a fixed location where an operator performs body art procedures for no more than 14 days consecutively in conjunction with a single event or celebration.

THREE DIMENSIONAL BODY ART. The form of body art consisting of or requiring the placement, injection or insertion of an object, device or other thing made of material such as steel, titanium, rubber, latex, plastic, glass or any other material, beneath the surface of the skin of a person.

UNIVERSAL PRECAUTIONS. A set of guidelines and controls, published by the Center for Disease Control and Prevention (CDC) as ‘guidelines for prevention of transmission of human immunodeficiency virus and hepatitis B virus to health-care and public-safety workers’ in Morbidity and Mortality Weekly Report (MMWR), June 23, 1989, Vol. 38, No. S-6, and as ‘recommendations for preventing transmission of human immunodeficiency virus and hepatitis B virus to patients during exposure-prone invasive procedures’, in MMWR, July 12, 1991, Vol. 40, No. RR-8. This method of infection control requires the employer and the employee to assume that all human blood and specified human body fluids are infectious for HIV, HBV and other blood pathogens. Precautions include hand washing, gloving, personal protective equipment, injury prevention, and proper handling and disposal of needles, other sharp instruments, and blood and body fluid contaminated products.

WAIVER. A written document issued by the Health Officer with the consent of the Board which authorizes a modification or waiver of one or more of the requirements of this chapter if, in the opinion of the Health Officer and Property Maintenance Division, a health hazard or nuisance will not result from the modification or waiver.

§ 540-104. HEALTH PERMIT.

- A. It shall be unlawful for any person to engage in the business of operating a tattoo establishment performing body art, body piercing, or tattooing without first obtaining a permit to engage in such business, in accordance with the provisions of this ordinance and unless abiding by the provisions hereof. A permit application may be refused and an establishment may be closed summarily by a Health Officer or his designee.

B. HEALTH PERMIT APPLICATIONS.

1. Any person wishing to obtain a permit pursuant to the provisions of this chapter for said establishment (whether initially or for renewal thereof) shall submit the following information to the Department:

- a. name of the body art establishment;
- b. address and phone number of the body art establishment;
name, address and phone number of the owner of the establishment
- c. for each employee of the establishment:
 - i. full name;
 - ii. home address;
 - iii. home phone number;
 - iv. certificate of completion of OSHA bloodborne pathogens training dated no more than one (1) year prior to date of permit application;
- d. proof of liability insurance with a \$150,000 minimum;
- e. phone number of the establishment;
- f. method of sterilization to be utilized at the establishment;
- g. a description of all body art procedures performed at the establishment;
- h. proof of payment of current fiscal year's applicable occupational and business privilege taxes; and
- i. proof that the applicant is at least 18 years of age.

2. Any person wishing to obtain a permit pursuant to the provisions of this chapter must be an owner, operator, manager, or corporate officer of the business itself, not merely of the physical structure in which the business is located.

C. FEE / EXPIRATION.

Fees are set by City Council and are as listed in the City of Reading Codified Ordinances, Fee Schedule.

D. TRANSFERABILITY.

1. The health permit is non-transferrable. It may not under any circumstances be transferred to another individual and/or address. A new health permit must be sought in such a circumstance.

§ 540-105. DOCUMENTS REQUIRED TO BE POSTED. The following must be displayed in a prominent and conspicuous area readily observable to patrons:

- A. Permit provided for in this ordinance
- B. Most current inspection sheet
- C. Literature explaining aftercare
- D. Name, address, and phone number of Property Maintenance Division/Health Office
- E. Emergency plan for contacting fire, police, or emergency services and a phone readily available for such use
- F. Plan for exiting the premises in case of a fire or disaster
- G. Zoning permit

§ 540-106. INSPECTIONS. When application for permit is complete, the applicant shall be referred to the Property Maintenance Division. The Property Maintenance Division shall inspect the proposed location to determine if it complies with the health and sanitary provisions of this ordinance. Inspections must occur at least twice per year and can be unannounced. It shall be unlawful for any person or operator of a tattooing establishment to willfully prevent or restrain the Health Officer or his designee from entering any permit-issued establishment where tattooing is being performed for the purpose of inspecting said premises after proper identification is presented to the operator. The Health Officer or his designee may give written warning for violations and if establishment does not correct the deficiency within 10 days the establishment shall be closed until compliance is achieved.

§ 540-107. REGULATIONS FOR ESTABLISHMENTS AND OPERATORS. Every person who operates a tattooing establishment within the City of Reading shall comply with the following requirements:

A. RECORDS REQUIRED.

1. In order for the operator to properly assess the client's condition for receiving body art procedures and not violate the client's rights or confidential medical information, the operator must obtain a client record containing the following information regarding each client:
 - a. Name, address, date of birth and photocopy of ID (acceptable forms of ID are driver's license, passport, state ID or military ID)
 - b. Any known allergies;
 - c. Any condition that may affect/hamper the healing process;
 - d. The name of the artist who performed the procedure;
 - e. The date of the procedure;
 - f. The location of the procedure on the client's body;
 - g. A description of the type of procedure provided;
 - h. A description of any unusual circumstances or complications occurring during the procedure.
2. The following forms must be completed by each client and kept as part of the client record:
 - a. Signed statement by client acknowledging that he or she may be temporarily prohibited from donating blood under rules and regulations of the Red Cross;
 - b. Signed statement by client attesting that, at the time of the procedure, he or she is not intoxicated from legal or illegal drug use or alcohol consumption;
 - c. For all persons under the age of 18, signed consent of the minor's parent or legal guardian permitting the minor to undergo the body art procedure. (For anyone under the age of 18, a notarized affidavit and a copy of the parent/guardian ID is required);
3. The holder of a body art establishment permit must ensure that the foregoing client records are kept and retained for a minimum of four (4) years and shall be made available to the Health Officer or designee upon request.
4. All infections or complications resulting from body art performed by the establishment which become known to the establishment shall be recorded in the client file, and the details of the infection or complication must be promptly reported to the Property Maintenance Division.

B. GENERAL PROVISIONS. The holder of a body art establishment permit must ensure that the body art establishment conforms at all times with the following requirements:

1. The levels where body art procedures are being performed and where instruments and sharps are assembled shall be well-lit at all times with an artificial light source.
2. All walls, floors and procedure surfaces in rooms or areas where body art procedures are performed must be smooth, nonporous, washable, and in good repair. Floors shall be cleaned daily. Cleaning shall not occur while procedures are being performed.
3. All body art establishments must have a dedicated physical address.
4. All body art establishments must have:
 - a. An entrance leading directly into the establishment;
 - b. No direct opening between the establishment and any building or portion of a building used as living or sleeping quarters or as a food, liquor, or tobacco establishment; and
 - c. Notwithstanding the foregoing, body art establishments located in a nail salon, barbershop or cosmetology salon may share an entrance into the establishment. However, the body art portion of the establishment must be separated by a wall extending from floor to ceiling.
5. Each establishment shall have an area that will be screened from public view for customers requesting privacy or for all genitalia body art procedures. Dividers, curtains or partitions at a minimum shall separate multiple body art stations.
6. A consistent fresh air supply must be provided to the establishment. Furnace or air conditioners shall be maintained to allow for airflow. Filters shall be cleaned or replaced annually or more frequently if necessary.
7. No domestic or wild animals of any kind shall be present in a body art establishment; fish aquariums and service animals used by persons with disabilities are permitted in non-procedural areas.
8. The doors to the establishment shall be self-closing and kept closed to prevent entrance by vermin and foreign particles.
9. The establishment must at all times have a supply of hot and cold running water in sufficient quantities to conduct the facility in a sanitary manner.
10. The establishment must have emergency exits marked for easy escape.
11. Electrical appliances or apparatus must be clean and have no worn or bare wiring to avoid fires, shocks and electrocution and all electrical outlets in operator areas, cleaning areas and bathroom facilities must be equipped with ground fault (GF) protected receptacles.

12. Water or product spills on the floor shall be removed immediately and the floor dried to avoid falls.

C. **EQUIPMENT.** The establishment must have the following equipment, all of which shall be in good repair, easily cleanable and kept in a sanitary manner at all times:

1. **Sinks.** A minimum of two (2) sinks, one designated for hand washing and the other for employee use only to clean equipment. Both must be kept clean and include:

- a. Hot and cold running water, preferably with wrist or foot operated controls;
- b. Liquid pump soap;
- c. Single-use paper towels; and
- d. Waste receptacle.

2. **Sharps container.** Contaminated sharps must be disposed of in an approved sharps container to prevent cross-contamination.

3. **Biohazard waste container.** Biohazard waste must be disposed of in an approved biohazard waste container to prevent cross-contamination.

4. **Autoclave(s).** The autoclave shall be used, cleaned and maintained according to the manufacturer's instructions. A copy of the manufacturer's recommended procedures for the operation of the autoclave must be available for inspection by the Health Officer. Autoclaves shall be positioned away from workstations or areas available to the public. Cleaning and logbooks are to be available for inspection. Each owner of the body art establishment shall demonstrate that the autoclave is capable of attaining sterilization by monthly spore tests. These tests shall be verified through an independent laboratory. These records shall be kept by the owner for three years and made available to the Health Officer or his designee upon request. Each body art establishment is to be equipped with an autoclave which is a design, style or model that has received clearance by the U.S. Food and Drug Administration for conformance with section 510 (k) of the Federal Food, Drug and Cosmetic Act. Alternate sterilizing equipment may only be used when specifically approved in writing by the Property Maintenance Division. After each use and before use on another customer, all needle bars, grips and tubes and needles shall be processed by the following procedure: cleaned, packaged in a self-sealing autoclave bag which is dated with an expiration date not to exceed six months, and arranged in an autoclave which is operated in strict accordance with the manufacturer's recommendations. As the operation time of the autoclave may vary with the type of instrument, the packaging of that item and the arrangement of items in the autoclave, it is critical that the manufacturer's operation manual be followed. This will assure that each item placed in the autoclave achieves the proper temperature for sterilization. Temperature sensitive autoclave tape, autoclave bags with a chemical color indicator on the bag or any other temperature sensitive medium approved for autoclaves by the Property Maintenance Division must be applied to each load every time the autoclave is used. To further confirm that the autoclave is operated in a manner to assure sterility of the processed instruments, it must be tested monthly using a biological indicator such as spore strips or spore suspensions which are processed by a laboratory. The operator must maintain records documenting such testing for three years. A copy of the manufacturer's recommended procedures for the operation of the autoclave is to be available for inspection by the Property Maintenance Division. An autoclave, which has received a positive spore test, must be

immediately removed from service and all instruments allegedly sterilized by that autoclave shall not be utilized on any client. Prior to using, the operator must ensure that there is evidence of one negative spore test. If the autoclave requires repair work, it cannot be utilized until it has received two negative spore tests. Autoclaves must be cleaned and serviced at the frequency recommended by the manufacturer. A copy of the manufacturer's cleaning and servicing instructions must be maintained in the body art establishment.

5. **Waste receptacles.** Each workstation shall have a waste receptacle, which is covered and lined with a disposable bag.

6. **Disposable ink caps.** Ink caps are required if providing tattooing and permanent color technology procedures. Ink cap holders shall be smooth, nonporous and disposable.

7 **First aid kit.** Body art establishments are required to have a complete first aid kit.

8 **Chairs.** All chairs for operators, as well as clients, shall be made of smooth, cleanable materials. Cloth is not permitted.

9 **Cabinets or containers for storage.** All cabinets and containers shall be maintained and shall be kept in a clean and sanitary manner.

10. **Toilet facilities.** Toilet facilities shall be offered and conveniently located during all business hours for all operators, employees and clients. A hand wash sink shall be offered, and signage shall be visible reminding employees to wash their hands.

F. **SPECIAL REQUIREMENTS FOR SINGLE-USE ITEMS, INKS, DYES AND PIGMENTS**

1. All products applied to the skin, including but not limited to body art stencils, applicators, gauze, razors and markers, shall be considered single-use items.

2. Single-use items shall not be used on more than one client for any reason.

3. Single-use sharps shall be immediately disposed of in an approved sharps container.

4. Hollow bore needles or needles with cannula shall not be reused, whether on the same client or a different client, unless it is a single piercing.

5. All inks, dyes, pigments, solid core needles, and equipment shall be specifically manufactured for performing body art procedures and shall be used according to the manufacturer's instructions.

6. Inks, dyes, or pigments may be mixed and may only be diluted with water from an approved potable source.

7. Immediately before a tattoo is applied, the quantity of the dye to be used shall be transferred from the dye bottle and placed into single-use paper or plastic cups or caps. Upon completion of the tattoo, these single-use cups or caps and their contents shall be discarded.

8. The holder of the body art establishment permit shall maintain all the furniture and equipment in the establishment in good working order and keep it in a clean and sanitary manner.

9. The holder of the body art establishment permit must ensure that storage within the establishment and body artists comply with the following requirements:

a. Flammable and combustible chemicals shall be stored away from potential sources of ignition such as an open flame or an electrical device.

b. All chemicals shall be stored in closed bottles or containers and clearly labeled.

c. No cleaning/sterilizing products shall be stored:

[1] Where food is kept;

[2] In the rest room, unless in a locked cabinet; or

[3] With single-use supplies.

d. Storage units. All cabinets, drawers, and containers used for storage of supplies, instruments and towels shall be kept clean.

e. Supplies.

[1] Unused supplies shall be stored in a clean, enclosed container or drawer;

[2] Used/soiled disposable supplies shall be discarded immediately in a clean, closed waste receptacle with a plastic liner; and

[3] Shall be labeled accordingly.

f. Instrument storage.

[1] Instruments that have been used on a client or soiled in any manner shall be placed in a properly labeled covered receptacle until sterilized;

[2] Sterilized instruments shall be individually packed and stored in a clean, closed container or drawer until used and are to be stored six to 12 inches off the floor, dated with an expiration date not to exceed 180 days; and

[3] Sterile instruments may not be used if the package has been breached or after the expiration date without first resterilizing.

g. Contaminated sharps must be stored and disposed of in approved sharps container to prevent cross-contamination.

h. Infectious waste must be:

[1] Handled and stored so that human exposure is prevented;

[2] Discarded in double-lined plastic bags in a covered waste receptacle or in an approved red bag marked with the international biohazard symbol and stored safely until transported by a licensed infectious waste hauler to an appropriate treatment or disposal facility; and

[3] Records of infectious waste disposed of shall be retained for one year.

10. The holder of a body art establishment permit must ensure that the use of towels/linens in the establishment meets the following requirements and that body artists working therein comply with the following requirements:

a. Cloth linens, after use, shall be disposed of in a labeled receptacle that has a cover;

b. Used cloth linens shall not be used again until they are laundered and sanitized;

c. Single-use towels may be used for body art procedures and must be discarded in a labeled receptacle that has a cover, with a disposable plastic liner, immediately following each body art procedure; and

d. Linens to be laundered shall be laundered either by a commercial washer which includes

immersion in laundry detergent and either chlorine bleach or water at 160° F., for not less than 15 minutes during the washing and rinsing operation. Linen service from a source approved by the Health Officer or his designee may be substituted as an alternative method.

11. The holder of a body art establishment permit must ensure that the use of products in the establishment meet the following requirements and that all body artists providing services therein comply with the following requirements:

- a. All liquids, cosmetics, creams, gels, pastes, powders, and other products are kept in clean, closed containers;
- b. Original product bottles and containers have an original manufacturer label;
- c. When only a portion of the product is to be used on a client, the product shall be removed from the container by a spatula, scoop, spoon, or dropper so that the product does not come in direct contact with the client and to assure that the remaining product is not contaminated;
- d. If a product is poured into another container, such as a shaker, dispenser pump container, or spray container, the container is labeled to identify the product;
- e. Supplies and implements which come in direct contact with a client and cannot be disinfected, such as cotton pads, cotton balls, pads, Q-tips, sponges, bandages, tapes, surgical dressing and other similar items, shall be disposed of in a covered waste receptacle, with a plastic liner, or, if contaminated with body fluids, in a hazardous waste container, immediately after use;
- f. All products applied to the skin, including stencils, must be single-use and disposable. Petroleum jellies, soaps, and other products used in the application of stencils must be dispensed and applied on the area to be tattooed with sterile gauze or in a manner to prevent contamination; and
- g. Only petroleum jelly, United States Pharmacopoeia or National Formulary shall be applied to the area to be tattooed and it shall be in a collapsible metal or plastic tube. The application may be spread by the use of sterile gauze or another sterile object but not directly with the fingers.

12. All permit holders must ensure that after use by each operator and/or a client, all nondisposable instruments and procedure work surfaces are cleaned and sterilized with a sanitizer that has a demonstrated antimicrobial activity, as indicated by the product label and that the following requirements are complied with:

- a. Jewelry used for new body piercing must be sterilized with an autoclave or chem-clave. Acrylic jewelry cannot be used for a new piercing. Jewelry used in healed body piercing does not have to be sterilized, but must be used according to product label;
- b. Clippers must be disinfected with a liquid chemical sterilant after each use;
- c. All nondisposable instruments used for body art must be cleansed and sterilized after each use. Autoclave or chem-clave sterilization must be conducted for the cycle of time and corresponding operating pressure recommended by the manufacturer of the autoclave. Sanitizers used in the cleaning process must have demonstrated antimicrobial activity, as indicated by the product label and be registered with the U.S. Environmental Protection Agency;
- d. Instruments that are to be autoclaved within the facility must be packed in a single-use autoclave bag with the date of sterilization. The expiration date must not exceed 90 days from the date autoclaved;
- e. All sterilized instruments must remain stored in sterilized packages until just prior to performing a body art procedure. Where several instruments are sterilized at the same time in the

same package, such as in a single-use setup, once the container is opened any instrument not used immediately in a procedure must be resterilized;

f. Every batch of sterilized equipment must be monitored for sterilization by use of a heat sensitive indicator that is capable of indicating approximate time and temperature achieved; and

g. Only jewelry meeting the requirements hereunder which is free of nicks, scratches or irregular surfaces and which has been properly sterilized prior to use may be inserted into a newly pierced area.

13. Pigments, colors and dyes used from stock solutions for each client must be placed in a single-use receptacle and the receptacle and remaining solution must be discarded and disposed of after each use.

a. All dyes, inks and pigments shall be from a source of supply which complies with applicable U.S. Food and Drug Administration regulations when available. Dyes, inks and pigments are to be used in accordance with the manufacturer's directions and are not to be adulterated with any substance not recommended by the manufacturer.

b. A client must not receive body art procedures on areas which are irritated/infamed or have moles, rash, broken skin, infection or any other evidence of an unhealthy condition such as TB, influenza, HIV, impetigo, syphilis, mumps, hepatitis, scleral jaundice or rubella.

c. Permit holders and all other operators must be able to demonstrate knowledge in anatomy and skin diseases, infections, disease control and universal precautions.

14. Every body artist must wash his/her hands thoroughly with liquid antibacterial soap and water and dry them with single-use disposable towels, before and after serving each client and at any time during the procedure when the hands may become contaminated.

15. The owner of a body art establishment must ensure that each employee wears gloves, and each operator shall wear gloves in accordance with the following:

a. When performing body art procedures, the operator must wash his/her hands prior to gloving;

b. Gloves must be disposed of after the completion of each procedure on each client; and

c. If gloves become torn, punctured or otherwise contaminated, operators must remove and dispose of the gloves, wash his/her hands with liquid soap and water, and dry with a disposable towel, and then put on a new pair of gloves before resuming the body art procedure.

16. Single-use items must not be used on more than one client. After use, all single-use needles, razors, razor blades and other sharps must be immediately disposed of in an approved sharps disposal container in accordance with medical waste removal guidelines as applicable.

17. No body art procedure shall be performed until the following inspections, shavings and preparations of the body art area have occurred:

a. No body piercing shall be done on skin surfaces which have any rash, pimples, boils, infections or any other evidence of an unhealthy condition;

b. If the skin is to be shaved, the skin surface must first be washed with soap and warm water. Disposable razors, for each client, shall be used for preparation of the areas to be pierced;

c. Prior to piercing, the area to be pierced shall be gently scrubbed with an approved surgical scrub material or a sterile gauze pad soaked in a germicidal preparation registered with the Environmental Protection Agency and applied in accordance with the manufacturer's

recommendations;

- d. Only medical grade markers or ink and sterile toothpicks are to be used to identify the areas to be pierced. Gentian violet may be utilized for marking oral piercings; and
- e. The use of styptic pencils, alum blocks or other solid styptic to check the flow of blood is prohibited.

18. All permit holders must ensure that the body art establishment, operators and employees use liquid chemical germicide solution in accordance with the manufacturer's directions. Body artists must comply with the following requirements:

- a. Label the liquid chemical germicide solution; and
- b. Keep the liquid chemical germicide solution covered at all times

19. While in the body art establishment, permit holders must not engage in or allow any other person to engage in any of the following activities:

- a. Consuming food or beverages in any area where body art is performed;
- b. Storing food in the same area where chemical supplies are used or stored;
- c. Using, consuming, serving, or in any manner possessing or distributing intoxicating beverages or controlled substances upon its premises during the hours the facility is open to the public and/or any body art procedures are being performed; and
- d. Performing body art when she/he is under the influence of alcohol, narcotic drugs, stimulants, or depressants or on any person who appears to be under the influence of alcohol, narcotic drugs, stimulants, or depressants.

20. All jewelry to be used in body art procedures is to be made from one of the following grades: 316LVM and/or surgical implant grade stainless steel AST F 138; solid yellow or white gold which is 14K or 18K; titanium meeting ASTM TiA4V ELI, F136; niobium; platinum; high-density, low porosity nontoxic plastics meeting FDA standards where applicable (Tygon and PTFE); and autoclavable borosilicate glass (Pyrex). Certification of the quality of the jewelry is to be obtained from the manufacturer/supplier and made available for inspection. Substandard jewelry such as that which is damaged, scratched, intended for earlobes or not expressly designed for body piercing, jewelry made of silver, gold plated or filled or other corrosive metal shall not be used. When stored in a closed clean, dry container, jewelry stored in paper autoclave bags may be stored up to three months and up to one year when a full plastic autoclave bag is used.

21. No person may perform a body art procedure on or to any person under 18 years of age without prior written consent of the parent or court-appointed guardian of such person. The person giving consent must be present during the procedure.

- a. The person providing the body art procedure must retain a copy of the consent for four years.
- b. Artists have the right to refuse to perform body art procedures on a person at their discretion.

22. All recipients of a body art procedure shall receive from the body artist and/or the body art establishment both written and verbal after care which shall include, inter alia, circumstances under which the client should seek medical treatment.

23. Only dentists/physicians can split tongues.

24. All patrons must be given verbal AND written instructions or pictures demonstrating care of the tattooed area and a recommendation to consult a physician in the event of any sign of infection.

25. Artists shall also be free of skin and infectious diseases to include:

- A. Boils
- B. Infected wounds
- C. Open sores
- D. Acute respiratory infection
- E. Other communicable disease or condition
- F. Nausea
- G. Vomiting
- H. Diarrhea

26. Artists cannot work on a customer if in the artist's opinion, that person is intoxicated from drug or alcohol use.

27. The use of styptic pencils, alum blocks, or other solid styptics to check the flow of blood is prohibited.

28. Artist cannot administer anesthetic injections or other medications or prescription drugs.

29. Liquid chemical germicide solutions must be labeled and dated at time of opening, covered at all times and changed weekly (daily in the case of a hypochlorite solution) or when it becomes visibly cloudy or dirty.

30. Items in autoclave bags must have date sterilized and date of expiration and may not be used more than 180 days after sterilization date.

31. MSDS sheets for all compounds utilized must be available to all employees and to patrons if requested.

32. Animals may not be tattooed with any of the instruments used in tattooing human patrons.

G. UPDATING OF ORDINANCE. In order to carry out the intent of this ordinance, the Board of Health in consultation with the Health Officer may promulgate, from time to time, rules and regulations pertaining to the requirements of sanitation, cleanliness, adequacy of facilities, equipment, and operation of a tattooing establishment consistent with current good practices and this ordinance.

§ 540-108. SUSPENSION AND REVOCATION OF TATTOO ESTABLISHMENT PERMIT.

- A. A Tattoo Establishment Permit may be suspended or revoked by the Health Officer or his designee upon the occurrence of any of the following events:
 - 1. The application for such Permit contained a false statement(s)
 - 2. The Operator has violated the provisions of this ordinance
 - 3. The Operator is convicted or pleads guilty or nolo contendere to an offense listed under the Pennsylvania Crimes Code related to the conduct of business in the tattoo establishment
 - 4. The Operator is unable to demonstrate qualifications or standards for registration
 - 5. The Operator is unable to practice with reasonable skill and safety due to illness, addiction to drugs or alcohol, or being convicted of a felony related to the use of controlled substances
 - 6. Operator violates a lawful regulation or order of the Property Maintenance Division previously entered in a disciplinary proceeding
 - 7. Operator knowingly maintains a professional connection or association with a person in violation of the act or aiding an unregistered person to practice the profession
 - 8. Operator acts in such a manner as to present an immediate and clear danger to public health or safety
 - 9. If record keeping provision is violated, the City can revoke the permit for 2 years. The operator cannot register for a new permit for 2 years from date of violation or date of revocation, whichever is later
 - 10. Failure to pay Permit fees
- B. The Health Officer or his designee may suspend the Operator permit immediately if in their discretion they determine that continued operation poses a serious health risk.
- C. The Health Officer or his designee shall close the establishment by affixing a placard to the door of the business. The placard cannot be removed until violations are remedied. Removal of the placard after compliance has been met carries a \$150 removal fee.
- D. Health Officer or his designee shall serve the Tattoo Establishment with written notice of said suspension or revocation, specifying the reasons therefore, before said suspension or revocation shall become effective. Service of said notice shall be deemed effective if delivered to the person in apparent charge of the Tattoo Establishment.
- E. The Operator whose permit is revoked must surrender it to the Property Maintenance Division.

§ 540-109. Penalties.

- A. In addition to the revocation and suspension of any permit, as provided in this ordinance, any person violating or failing to comply with any section or provision hereof, or any regulation made under this authority and any person who hinders, obstructs, or interferes with a Health Officer or any of his assistants in the discharge of their duties, shall on conviction, be fined not less than \$50 or more than \$300 plus the costs of their prosecution for the first offense and not less than \$200 or more than \$1000 plus the costs of prosecution for each succeeding

offense and in default of payment of such fines and costs, shall be imprisoned for not more than 90 days.

- B. All fees and fines imposed or collected under the provisions of this chapter shall be paid into the City Treasury for the use of the City.
- C. Failure to observe any of the provisions of this chapter is basis for revocation of a permit or denial of a renewal of a permit. Unless a permit is being temporarily and immediately revoked for health reasons in accordance with the provisions of this chapter, prior to the revocation or denial of renewal, the City shall give 10 days written notice to the permit holder of his violation of or his failure to observe a general condition as set forth herein. If the permit holder requests a hearing prior to the expiration of that ten-day notice period, either the Health Officer or a representative of the Property Maintenance Division shall hold a hearing to determine if the revocation or renewal denial should occur. In order to request a hearing, the permit holder must do so in writing. The permit holder may present evidence in his behalf at such hearing. A written decision shall be rendered within 45 days of the hearing. If the permit holder fails to request such a hearing, the revocation or renewal denial shall be effective upon the expiration of the ten-day period or upon expiration of the term of the existing permit, as will be set forth in the written notice.
- D. Any person convicted of two violations of the provisions of this chapter within any twelve-month period shall have his permit suspended for one full year and shall not be eligible for another permit until the expiration of one full year.
- E. This chapter and the foregoing penalties shall not be construed to limit or deny the right of the City or any person to such equitable or other remedies as may be otherwise available with or without process of law.

BILL NO. _____ 2013

AN ORDINANCE

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, FEE SCHEDULE, BY ADDING A NEW SECTION 153 TO REFLECT A FEE FOR TATTOO ESTABLISHMENT INSPECTION

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: The Code of Ordinances of the City of Reading, Berks County, Pennsylvania, Fee Schedule Section 212-153 - Tattoo Establishment Inspection Fee shall read as follows:

Tattoo Establishment Inspection Fee	\$100
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*Note: the \$50 application fee also applies

SECTION 2: All other items, parts, sections, etc. of the Code of Ordinances of the City of Reading, Berks County, Pennsylvania, which are contrary to the schedule set forth above in Section 1 are hereby repealed; otherwise, all other items, parts, sections, etc. of said Code shall remain in effect unchanged and likewise are ratified.

SECTION 3: This ordinance shall be effective 10 days after its adoption and approval by the Mayor, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted _____, 2013

President of Council

Attest:

City Clerk

Summary of Lease Agreement between Alvernia and City

- **Premises:**
 - Zone 3 (active recreation)
 - Zones 7 (Woodlands) – Establishes a one hundred (100) ft setback from St. Bernardine St.
 - Zones 3 and 4 for signage
 - Zone 8 to erect /maintain appropriate lighting fixtures/improvements
- **Rent/Consideration:** One Dollar per year
- **Term/Expiration:**
 - a) Term is 50 years with renegotiations for renewal of this Agreement or a new lease beginning on the 40th year.
- **SILOT Credit: City will provide Alvernia with an annual SILOT credit in the amount of the annual maintenance costs and expenses**
- **Responsibilities:**

<u>Alvernia</u>	<u>City</u>
1) Improvements (signage, lighting, etc.) including costs	1) Ownership, control, etc of St. Bernardine Street
2) Disc golf course maintenance	2) Primary public safety
3) Maintenance of premises in Zone 3 that are within fifty (50) feet of boundary line separating Zones 1, 2,7 and 9	
3) Secondary role in security and public safety	
4) 50% of parking lot and roadways excluding St. Bernardine St	
- **Insurance/Indemnification:**
 - Alvernia will maintain property insurance
 - City and Alvernia will maintain liability insurance.
 - Each party will indemnify and hold the other harmless
- **Default:**
 - Alvernia defaults** - the City shall notify Conservancy and Conservancy can negotiate an assignment of this Agreement.
 - City defaults** – Alvernia may exercise rights available including terminating the agreement and if it terminates the agreement, the City must pay fmV of improvements.
- **Signage:** - Subject to applicable ordinances, Alvernia may install signage identifying the premises as being owned by City but also part of Alvernia University's main campus.

-Alvernia may display banners from the light poles and fences at the premises identifying the property as part of its main campus

- **Right of First Refusal:** Alvernia and Conservancy have an identical right of first refusal of the premises leased by each.
- **Other:**
 - Should PA Department of Revenue, City or Reading School District, etc., determine this Agreement is subject to realty transfer tax, City forever waives and exonerate the entire portion of the realty transfer tax contemplated by this Agreement.
 - Alvernia may assign the lease to a third party with the City's permission

Summary of Lease Agreement between the BC Conservancy and City

- **Premises:**
 - Zone 1 (Boathouse) - Possible rehab or demolition
 - Zones 2 (Wetlands) and 7 (Woodlands) – Subject to a 100 ft setback from St. Bernardine St.
 - Zone 6 (Angelica trail and Cumru Twp sewer easement)
- **Rent/Consideration:** One Dollar per year plus Conservancy will transfer all leasehold interests in 25 N. 11th Street including improvements
- **Term/Expiration:**
 - b)** Term is 99 years; or
 - c)** Expires at the termination of the tri-party agreement; or
 - d)** City can terminate for any or no reason at all:
 - 1) Years 30 -50: City must give 5 year notice and pay fmV of improvements (based on value within three months of expiration date) increased by 20% plus reasonable moving cost. Payment is due at the time of expiration.
 - 2) After 50 years: City must give 5 year notice and pay fmV of improvements (based on value within three months of expiration date) and reasonable moving expenses
- **Responsibilities:**

<u>Conservancy</u>	6) Programming and Scheduling at Boathouse
4) Improvements (new construction) including costs	
5) Maintenance of premises (improvements) and certain portions of wetlands as per Angelica Management Plan	<u>City</u>
	5) Ownership, control, etc of St. Bernardine Street
	6) Primary Public Safety

- 7) Mechanical and other defects currently in Boathouse
8) 50% of parking lot and roadways excluding St. Bernardine St

- **Insurance/Indemnification:**
 - Conservancy will maintain Extended Coverage Insurance
 - City and Conservancy will maintain liability insurance.
 - Each party will indemnify and hold the other harmless
- **Default:**
 - Conservancy defaults** - the City can assign to Alvernia, terminate the agreement or obtain other remedy at law or equity as may be available
 - City defaults** - Conservancy may exercise rights available including terminating the agreement and if they terminate the agreement, the City must pay fmV of improvements plus 20%
- **Signage:** Conservancy – Subject to applicable ordinances, Conservancy may install signage as per Tri-Party agreement
- **Right of First Refusal and Option to Purchase:** Alvernia and Conservancy have an identical right of first refusal of the premises leased by each.
- **Other:**
 - City cannot change current zoned use of Angelica as per zoning regulations
 - Conservancy may assign the lease with the City's permission

Summary of Tri-Party Lease Agreement

- **Term/Expiration: Whichever occurs first:**
 - a. No construction by BCC: 5 years
 - b. Construction by BCC: At the expiration of the Conservancy/City lease agreement
(This is because the Conservancy needs access to the parking lot in Zone 3. No other significant responsibilities persist beyond the construction commencement.)
- **Premises:**
Zone 1 (Boathouse) possible rehab or demolition and Zone 3 (active recreation)
- **Rent:** Until termination or commencement of construction: Alvernia will pay \$3,600 annually payable to City towards the cost utilities. City will pay the remainder. Alvernia will put utilities in its name.
- **Responsibilities:**

Conservancy

- 7) Improvements including costs
- 8) Maintenance of premises and certain portions of wetlands as per Angelica Management Plan
- 9) Programming and Scheduling at Boathouse

City

- 9) Until construction begins: major repairs/damage to Boathouse
- 10) Primary Public Safety

- 4) Landscaping around Boathouse, Garden maintenance

Alvernia

- 1) Until termination or commencement of construction: \$3,600 annually to the City for cost of utilities
- 2) Until termination or commencement of construction: routine maintenance of premises
- 3) Secondary role in security and public safety
- 4) After construction begins, 50% of parking lot and roadways except for St. Bernardine Street

- **Insurance/Indemnification:**

- Each party to maintain property and liability insurance
- Each will indemnify and hold the other harmless
- No party can assign or transfer their interest without receiving written consent

- **Default:**

- By Alvernia and Conservancy** – All rights and remedies available under law and equity.

- By City** - All rights and remedies available under law and equity including termination but if construction commenced, City shall reimburse Alvernia and Conservancy for fmV of improvements

- **Signage:** -Subject to applicable ordinances, Conservancy can install signs identifying the premises as being owned by City and business headquarters of Conservancy

- With consent of Alvernia and City, Conservancy can install signs reserving up to 12 parking spaces within the parking lot of Zone 3

- **Other:**

Alvernia Can propose development in limited portions of Zone 7 with approval from Conservancy and City

ORDINANCE NO. _____ - 2013

AUTHORIZING THE MAYOR TO EXECUTE A TRI-PARTY LEASE AGREEMENT BETWEEN THE CITY OF READING, THE BERKS COUNTY CONSERVANCY AND ALVERNIA UNIVERSITY; A LEASE AGREEMENT BETWEEN THE CITY OF READING AND ALVERNIA UNIVERSITY AND A LEASE AGREEMENT BETWEEN THE CITY OF

**READING AND THE BERKS COUNTY CONSERVANCY TO PROVIDE FOR THE
LEASING OF CERTAIN PORTIONS OF ANGELICA PARK, AS MORE SPECIFICALLY
IDENTIFIED IN EXHIBIT “A”.**

WHEREAS, the City of Reading (“City”) is the fee simple owner of a piece of property located in the City of Reading, Berks County, Pennsylvania, being known as “Angelica Park,” having a Parcel Id, No. 18530620812266 (hereinafter referred to as “Angelica”) and

WHEREAS, the Berks County Conservancy (“Conservancy”) and Alvernia University (“Alvernia”) wish to lease certain portions of Angelica, as more specifically set forth in Exhibit “A”; and

WHEREAS, the City wishes to lease said portions of Angelica to the Berks County Conservancy and Alvernia University; and

WHEREAS, the City, the Conservancy and Alvernia desire to set forth in writing covenants related to the leasing of certain portions of Angelica.

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS
AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute a tri-party lease agreement between the City of Reading, the Berks Conservancy and Alvernia University; a lease agreement between the City of Reading and the Berks County Conservancy and a lease agreement between the City of Reading and Alvernia University to provide for the leasing of certain portions of Angelica as more specifically identified in Exhibit “A”.

SECTION 2: This Ordinance shall become effective in ten (10) days after its adoption and approval by the Mayor in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted _____, 2013

Council President

Attest:

City Clerk

Submitted to Mayor: _____
Date: _____
Received by the Mayor's Office: _____
Date: _____
Approved by Mayor: _____
Date: _____
Vetoed by Mayor: _____
Date: _____

TRI-PARTY LEASE AGREEMENT

THIS TRI-PARTY LEASE AGREEMENT (the "Agreement") is dated to be effective as of the ____ day of _____, 2013 (the "Commencement Date") by and among CITY OF READING, a third class city of the Commonwealth of Pennsylvania, having an address at 815 Washington Street, Reading, Pennsylvania 19601 (the "City"), ALVERNIA UNIVERSITY, a Pennsylvania non-profit corporation, having an address at 400 St. Bernadine Street, Reading, Pennsylvania 19607 (the "Alvernia") and BERKS COUNTY CONSERVANCY, a Pennsylvania non-profit corporation, having an address at 25 N. 11th Street, Reading Pennsylvania 19601 (the "Conservancy").

BACKGROUND

A. The City is the owner of a tract of land and the improvements erected thereon located in the City of Reading, Berks County, Pennsylvania, being known as "Angelica Park" (hereinafter referred to at times as "Angelica").

B. The Conservancy and Alvernia desire to lease a certain portion of Angelica Park as more specifically set forth in Section 1.1 below and as depicted, described and/or identified as Zones 1 and 3 on the map that is attached hereto and incorporated herein by reference as Exhibit "A" (the "Premises") from the City and the City desires to lease the Premises to the Conservancy and Alvernia in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the City and the Alvernia and the Conservancy hereby

covenant and agree as follows:

ARTICLE 1
PREMISES AND TERM

Section 1.1 Grant of Lease. The City for and in consideration of the terms, covenants, and conditions herein contained, does hereby lease unto the Conservancy and Alvernia, and the Conservancy and Alvernia do rent and lease from the City the Premises for the uses and purposes as specifically described as follows:

(a) The area identified as Zone 1 on Exhibit A together with the existing building located thereon known as the Environmental Exploration Center a/k/a the Boathouse (the "Boathouse"), which shall be used by the Conservancy and Alvernia to hold community programs and activities in furtherance of each other their respective non-profit business purposes for the general public. The Conservancy shall have the primary responsibility for programming at the Boathouse including coordinated programs with community partners such as the City, Alvernia, the Holleran Center, the Reading School District, Albright College, Nolde Forest, the County of Berks and the Berks County Intermediate Unit. In furtherance of this, the Conservancy shall be responsible for scheduled organized activities conducted at the Boathouse or the Premises pursuant hereto and to use its best efforts to prevent scheduling conflicts arising from multiple events being held simultaneously at the Boathouse and/or the Premises. Notwithstanding this, Alvernia shall have primary consideration to conduct its own programming at the Boathouse at times reasonably acceptable to the Conservancy and at no additional costs to Alvernia. Notwithstanding this, the scheduling by the Conservancy of any events/activities within Zone 1 (including the Boathouse) shall be mutually agreed upon with Alvernia. Additionally, Alvernia shall have the primary right to provide classes and other programming consistent with the Environmental Exploration and

Sustainability/Conservation focus of the Center at Zone 1 upon the grant of reasonable advance notice to the Conservancy.

(b) The parking lot within Zone 3, which shall be used collectively by the City, Alvernia and the Conservancy for the parking of motor vehicles of the employees, licensees and invitees of such parties.

Section 1.2 Term. The Conservancy and Alvernia shall HAVE AND HOLD the Premises for a term commencing on the Commencement Date and expiring: (a) midnight on that date which is five (5) years from the date of this Agreement, if the Conservancy has not commenced construction of the Improvements by such date (the “Non-Construction Termination”), or (b) if the Conservancy has commenced construction of the Improvements within five (5) years from the date of this Agreement, then this Agreement shall terminate or expire on the effective date of the termination or expiration of that certain Lease Agreement between the Conservancy and the City dated of even date herewith (collectively, the “Term”).

Section 1.3 Zone 1. In the event this Agreement is not terminated under Section 1.2(a), Alvernia’s right to access and use any and all portions of Zone 1 as set forth in this Agreement shall be terminated and the City and Alvernia may, at that time, discuss the leasing of Zone 1 to Alvernia subject to separate agreement.

ARTICLE 2

RENT AND CONSIDERATION

Section 2.1 Rent (Monthly Utilities). In consideration of the lease of the Premises, Alvernia shall register the name of Alvernia as the responsible party for the utilities at the Boathouse and Alvernia shall pay the actual basic utility costs of the Boathouse on a monthly/quarterly basis directly to the respective utility companies as billed, provided that Alvernia shall only be responsible for the aggregate amount of the utility costs of \$3,600.00

on an annual basis. To the extent that said utility costs exceeds \$3,600.00 in the aggregate during any calendar year, the City shall reimburse Alvernia for any such excess utility costs within thirty (30) days of presentation of such excess costs by Alvernia to the City.

Section 2.2 Manner of Payment. All amounts payable under Section 2.1 of this Article, as well as all other amounts payable by Alvernia and the Conservancy to City under the terms of this Lease, shall be paid at the address of City set forth above or at such other place as City shall from time to time designate by notice to Alvernia and the Conservancy, in lawful money of the United States.

ARTICLE 3

IMPROVEMENTS TO BE CONSTRUCTED

BY THE CONSERVANCY AND/OR ALVERNIA AT THE PREMISES

Section 3.1 Improvements by the Conservancy. The parties agree that the Conservancy shall be permitted to construct and relocate its business headquarters to Zone 1 and to erect, install and maintain appropriate signage in accordance with Article 13 below. The aforesaid improvement(s) to be constructed by the Conservancy is hereinafter referred to as the "Improvements". The Conservancy agrees to incorporate the existing Boathouse into its design for the Improvements. Drawings of the proposed Improvements will be provided to the City and Alvernia for their written consent prior to the Conservancy beginning construction/installation of the Improvements at the Premises, which consent shall not be unreasonably withheld or delayed. The Conservancy shall commence construction of the Improvements prior to expiration of the Term.

Section 3.2 Development by Alvernia. The parties agree that Alvernia shall be permitted to propose development in limited portions of the Premises identified as Zone 7 on

Exhibit A pursuant to a separate Easement Agreement by and between Alvernia and the City to be executed on terms and conditions mutually agreeable to both parties and upon receipt of the prior written consent of the Conservancy, which consent shall not be unreasonably withheld or delayed.

Section 3.3 Payment for Improvements and Development. The Conservancy shall be responsible for the entire cost of the Improvements set forth in Section 3.1 above and Alvernia shall be responsible for the entire cost of any development under Section 3.2 above.

ARTICLE 4

RESPONSIBILITIES

Section 4.1 Alvernia's Responsibilities for the Premises. In addition to other costs/expenses set forth elsewhere in this Agreement, Alvernia shall have the responsibilities of providing, paying for, or obtaining the following for the Premises, at Alvernia's sole cost and expense:

- (a) Until the Non-Construction Termination or the Conservancy's commencement of construction of the Improvements, the monthly basic utility costs to the Boathouse payable either directly to the City or to the respective utility provider, as applicable, subject to the limitations set forth in Section 2.1.
- (b) Until the Non-Construction Termination or the Conservancy's commencement of the Improvements, the routine minor maintenance of the Premises and the Boathouse including, but not limited to, the trimming and care of grass/lawn areas, trees and shrubbery, janitorial service and trash removal; provided that, in the performance of said

duties, Alvernia agrees to confer with the Conservancy on issues involving the maintenance of those areas of the Premises that are adjacent to the Boathouse.

- (c) A secondary role in the security and public safety duties at the Premises in conjunction with City.
- (d) After the Conservancy has commenced construction of the Improvements, Alvernia and the Conservancy will have the shared responsibilities for the parking lot and roadways set forth in Section 4.1(d) of that certain Lease Agreement between Alvernia and the City dated of even date herewith.

Section 4.2 City's Responsibilities for the Premises. In addition to other costs/expenses set forth elsewhere in this Agreement, the City shall have the responsibilities of providing, paying for, or obtaining the following for the Premises, at the City's sole cost and expense:

- (a) The primary police, fire, emergency, security and public safety duties.
- (b) Until the Non-Construction Termination or the Conservancy's commencement of the Improvements, the cost of major repairs and/or improvements to the Boathouse and/or the Premises (not including the Improvements).

Section 4.3 Conservancy's Responsibilities for the Premises. In addition to other costs/expenses set forth elsewhere in this Agreement, the Conservancy shall have the responsibilities of providing, paying for, or obtaining the following for the Premises, at the Conservancy's sole cost and expense:

- (a) The Improvements.
- (b) Landscaping around the Boathouse.
- (c) The Garden.
- (d) After the Conservancy has commenced construction of the Improvements, the Conservancy and Alvernia will have the shared responsibilities for the parking lot and roadways set forth in Section 4.1(d) of that certain Lease Agreement between Alvernia and the City dated of even date herewith.

Section 4.4 Compliance with Law. Neither Alvernia nor the Conservancy shall use the Premises for any purpose in violation of any federal, state or municipal law currently existing or hereinafter promulgated, governing the use and safety of the Premises, and the Alvernia and the Conservancy shall at all times ensure that its use of the Premises is within full compliance with all applicable statutes and ordinances.

Section 4.5 Permits and Licenses. Alvernia and the Conservancy shall promptly procure, maintain and comply with all permits, licenses and government authorizations required for their use of the Premises as set forth herein.

Section 4.6 No Violation of Insurance Contracts. The parties shall not use the Premises in any manner which would make void or voidable any insurance required to be carried by them or which will make it impossible for either party to obtain fire, general liability or other insurance.

Section 4.7 No Discrimination. Alvernia and the Conservancy covenant and agree that during their use of the Premises, neither will discriminate against any person or persons

on the basis of race, color, creed, religion, national origin, age, veteran status and/or disability.

ARTICLE 5

INTENTIONALLY OMITTED

ARTICLE 6

GOVERNMENT APPROVALS

Section 6.1 Conservancy's Responsibility to Obtain Government Approvals.

The Conservancy shall obtain any governmental approvals necessary for the construction of the Improvements at the Premises. The City will support and cooperate with the Conservancy in any efforts to gain necessary government or municipal approvals on a timely basis.

ARTICLE 7

INSURANCE

Section 7.1 Casualty Insurance. The City, Alvernia and the Conservancy shall respectively keep the Boathouse and their respective personal property thereat (if any) insured against loss, damage or destruction by fire or such other hazards as are covered by and protected under policies of insurance commonly known as "Property Insurance". Upon the occurrence of an insurable event resulting in loss, damage or destruction, the insurance of the City shall be primarily responsible and, thereafter, the insurance of Alvernia and the Conservancy shall equally share the remaining responsibility unless the insurable event resulting in loss, damage or destruction is direct cause of the negligence or misconduct of one of the parties hereto in which event the insurance for the responsible party shall be primarily responsible for the loss, damage or destruction. Upon commencement of the construction of the Improvements and while this Agreement is still in effect, the Conservancy

solely shall keep the Improvements insured against loss, damage or destruction by fire or such other hazards as are covered by and protected under policies of insurance commonly known as "Property Insurance".

Section 7.2 Liability Insurance. All parties shall provide insurance for risks associated with their respective use of and responsibilities related to the Premises in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limits for bodily injury/death and property damage. All parties will each, at their sole cost and expense, obtain and maintain insurance with insurance companies approved by the other for general public liability, bodily injury and property damage arising from the use of the Premises by the insuring party, its agents, employees, students, guests, spectators, participants, officials, concessionaires or others, and shall provide each other with Certificates of Insurance naming the other party as an additional insured. If the City is self-insured, the City shall provide Alvernia and the Conservancy with proof of adequate reserves to meet the requirements of this Section. The parties shall review with each other the amount of insurance coverage every five (5) years.

Section 7.3 Additional Insureds. All parties shall each cause the other to be named as an additional insured on all such policies and provide proof that such coverage has been obtained and remains in effect during the term of this Agreement.

ARTICLE 8

INDEMNIFICATION

Section 8.1 Indemnification by City. Except to the extent arising out of the negligent acts or omissions or willful misconduct of Alvernia and/or the Conservancy, their employees, agents, contractors, and/or students, the City agrees to and does hereby indemnify and hold Alvernia and the Conservancy harmless from all losses, costs, damages

and expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property caused by the acts or omissions of City's agents, employees, contractors, invitees, spectators, participants, officials, concessionaires, or other persons and from any cause whatsoever by reason of the City's use, occupation and enjoyment of the Premises by the City; or (ii) the breach by City of the provisions of this Agreement.

Section 8.2 Indemnification by Alvernia. Except to the extent arising out of the negligent acts or omissions or willful misconduct of the City and/or the Conservancy, their employees, agents, contractors, invitees and/or residents, Alvernia agrees to and does hereby indemnify and hold the City and the Conservancy harmless from all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property, caused by the acts or omissions of its agents, employees, contractors, invitees, spectators, participants, officials, concessionaires, students or other persons and from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by the Alvernia; or (ii) the breach by Alvernia of the provisions of this Agreement.

Section 8.3 Indemnification by the Conservancy. Except to the extent arising out of the negligent acts or omissions or willful misconduct of the City and/or Alvernia, their employees, agents, contractors, invitees, members, spectators, participants, officials, concessionaires, students and/or residents or students, the Conservancy agrees to and does hereby indemnify and hold the City and Alvernia harmless from all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property, caused by the acts or omissions of its agents, employees, contractors, invitees, spectators, participants, officials or concessionaires, or other persons

and from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by the Conservancy; (ii) any penalty, damage or charge incurred or imposed by reason of its violation of law or ordinance, including, but not limited to zoning and building code ordinances; or (iii) the breach the Conservancy of the provisions of this Agreement.

Section 8.4 Indemnification not Limited by Insurance. Full compliance or failure to comply with the provisions of this Agreement relating to insurance shall in no way relieve or diminish each parties responsibilities hereunder.

Section 8.5 Survival of Termination of Agreement. These indemnifications shall survive the termination of this Agreement.

Section 8.5 Waiver of Immunity. The City hereby waives any statutory immunity and limit on its liability as between the parties hereto for claims arising pursuant to this Agreement, and specifically Articles 7 and 8, or the City's use of the Premises.

ARTICLE 9

ENVIRONMENTAL

Section 9.1 Compliance with Environmental Laws. The City, Alvernia and the Conservancy agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on Zone 1.

Section 9.2 Environmental Indemnification. **The City, Alvernia and the Conservancy agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties,**

sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) a party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises or activities conducted by the party thereon, unless the environmental conditions are caused by the other party provided, however, that Alvernia and the Conservancy shall have no duty to hold harmless and/or indemnify the City hereunder for anything related to any conduct, failure to act and/or the condition of the Premises that occurred or was in existence prior to the date of this Agreement.

Section 9.3 Indemnifications Survive

Termination of Agreement. The indemnifications of this Article 9 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of conditions at the Premises or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Article 9 will survive the expiration or termination of this Agreement.

ARTICLE 10

CONDEMNATION

Section 10.1 Condemnation. In the event the City receives notification of any condemnation proceedings affecting the Premises, the City will promptly provide notice of the

proceeding to Alvernia and the Conservancy. If a condemning authority takes all of the Premises, or a portion sufficient, in Alvernia and the Conservancy's mutual reasonable determination, to render the Premises unsuitable for use by Alvernia and the Conservancy pursuant hereto, this Agreement will terminate as of the date the title vests in the condemning authority. Alvernia and the Conservancy shall be entitled to reimbursement for any prepaid rent on a pro rata basis by either party and to the Conservancy for the fair market value of the Improvements constructed by the Conservancy at the Premises (if any) in accordance with Article 3 above.

ARTICLE 11

CASUALTY

Section 11.1 Casualty. Each party shall provide the other notice of any casualty affecting the Premises within forty-eight (48) hours of the casualty provided that said party has actual knowledge of the casualty. If any part of the Premises is damaged by fire or other casualty so as to render the Premises unsuitable, in Alvernia and the Conservancy's reasonable determination, then Alvernia and the Conservancy may terminate this Agreement by providing written notice to the City, which termination will be effective as of the date of such damage or destruction. Upon such termination, Alvernia and the Conservancy shall be entitled to reimbursement for any prepaid rent on a pro rata basis by either party and for the fair market value of the Improvements constructed by the Conservancy at the Premises (if any) in accordance with Article 3 above.

ARTICLE 12

DEFAULT AND RIGHT TO CURE

Section 12.1 Default by Alvernia and/or the Conservancy. The following will be deemed a default by Alvernia and/or the Conservancy and a breach of this Agreement: (i)

non-payment of rent if such rent remains unpaid for more than fifteen (15) days after receipt of written notice from City of such failure to pay; or (ii) either parties failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from City specifying the failure. No such failure, however, will be deemed to exist if Alvernia and/or the Conservancy has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Alvernia and/or the Conservancy. If Alvernia and/or the Conservancy remains in default beyond any applicable cure period, the City will have the right to exercise any and all rights and remedies available to it under law and equity, including but not limited to termination.

Section 12.2 Default by City. The following will be deemed a default by the City and a breach of this Agreement: the City's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Alvernia and/or the Conservancy specifying the failure. No such failure, however, will be deemed to exist if the City has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the City. If the City remains in default beyond any applicable cure period, Alvernia and the Conservancy will have the right to exercise any and all rights available to it under law and equity, including but not limited to termination, provided that if the construction of the Improvements has commenced, City shall reimburse the Alvernia and/or the Conservancy for the fair market value of the Improvements.

ARTICLE 13

SIGNS

Section 13.1 General Signage. Subject to applicable ordinances and Section 13.2 below, signage shall be installed by the Conservancy at Angelica which shall identify the Premises as being owned by the City of Reading but also the business headquarters of the Conservancy.

Section 13.2 Conservancy's Signs. The Conservancy shall be permitted to erect and install signs identifying the Conservancy at the Boathouse and at the entrance to the Premises on Route 10 and within Zone 10 at the Premises. Additionally, the Conservancy shall be permitted to erect and install signs for an agreed upon number of reserved parking spaces (not more than 12) identifying reservation for the Conservancy within the parking lot at Zone 3 of the Premises upon receipt of the prior written consent of Alvernia and the City, which consent shall not be unreasonably withheld.

ARTICLE 14

ASSIGNMENT

Section 14.1 Assignment. No party hereto may assign or otherwise transfer its interest in this Agreement without first obtaining the written consent of the other party, which consent may not be unreasonably withheld .

ARTICLE 15

ENTIRE AGREEMENT

Section 15.1 Entire Agreement. This Agreement contains and sets forth the entire agreement and understanding between the parties hereto and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between said parties other than as herein expressly referenced or set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party hereto, unless reduced to writing and signed by the City, Alvernia and the Conservancy.

This Agreement shall be binding on the parties hereto, and their respective successors and assigns.

ARTICLE 16

NOTICES

Section 16.1 Notices. Notices given pursuant to this Agreement shall be in writing, shall be given by actual delivery or by mailing the same to the party entitled thereto at the address set forth below or at such other address as any party may designate in writing to any other party pursuant to the provisions of this Article. Notices given by mail shall be sent by United States mail, certified or registered, return receipt requested, or by recognized overnight courier. Notices shall be deemed to be received on the date of actual receipt. Notices shall be served or mailed to the following addresses, subject to change as provided above:

If to City:	City of Reading 815 Washington Street Reading, PA 19601 Attn: Managing Director
With a copy to:	Charles D. Younger, Esquire City Solicitor 815 Washington Street Reading, PA 19601
If to Alvernia:	Alvernia University 400 Saint Bernadine Street Reading, PA 19607-1799 Attention: Douglas F. Smith, Vice President
With a copy to:	Heidi B. Masano, Esquire Masano ♦ Bradley, LLP 1100 Berkshire Boulevard, Suite 201 Wyomissing, PA 19610
If to Conservancy:	Berks County Conservancy 25 North 11 th Street Reading, PA 19601 Attention: Kimberly J. Murphy, President

With a copy to:

Christopher J. Hartman, Esquire
Hartman Shurr
1100 Berkshire Boulevard, Suite 301
Wyomissing, PA 19610

ARTICLE 17

SEVERABILITY

Section 17.1 Severability. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

ARTICLE 18

APPLICABLE LAW

Section 18.1 Applicable Law. The validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their successors and permitted assigns. The situs of this Agreement shall be Berks County, Pennsylvania and, subject to Article 19 below, if a dispute arises as a result of this transaction, the parties hereby submit to the jurisdiction of the Court of Common Pleas of Berks County. The parties agree that Berks County presents the most convenient forum for both parties. The parties consent to the personal jurisdiction and venue of the Court of Common Pleas of Berks County and the parties waive all objections based upon improper jurisdiction, venue, or forum non-conveniens. The parties intend and agree that a party in breach of this Agreement shall bear the burden and obligation of any and all costs and expenses, including reasonable counsel fees, incurred by the other party, if the other party is successful in any litigation in endeavoring to protect and enforce his or her rights under this Agreement. Failure of either party to insist upon strict performance of any of the

terms of this Agreement shall in no way affect the right of such party to enforce those terms in the future.

ARTICLE 19

MEDIATION

Section 19.1 Mediation. Notwithstanding the provision of Article 18 set forth above, any disputes between City, Alvernia and/or the Conservancy shall first be submitted to mediation through the Berks County Bar Association Civil Dispute Resolution Program, said mediation to be held by a mediator appointed from the list of qualified mediators determined by the Berks County Bar Association.

ARTICLE 20

RELATIONSHIP OF THE PARTIES

Section 20.1 Relationship of the Parties. It is the intention of the parties to create a nonexclusive Lease Agreement pursuant to which the Alvernia, the Conservancy and City shall use the Premises in accordance with the terms of this Agreement. Nothing herein shall be construed to constitute the parties hereto as partners or joint ventures or to render either party liable for the debts or obligations of the other party.

ARTICLE 21

SURRENDER

Section 21.1 Surrender. Upon termination of this Agreement, Alvernia and the Conservancy shall peaceably surrender the Premises to City in a condition and repair similar to the condition and repair of the Premises on the Commencement Date, subject to the construction set forth in Article 3, reasonable wear and tear and damage by casualty excepted.

ARTICLE 22

MEMORANDUM OF LEASE

Section 22.1 Memorandum of Lease. In order for Alvernia and the Conservancy to obtain a policy of leasehold title insurance, the parties agree that concurrently with the execution of this Agreement they shall execute a memorandum of lease to be recorded in the office of the Recorder of Deeds of Berks County, Pennsylvania setting forth: (i) the names of the parties in this Lease Agreement; (ii) the term of this Lease; and (iii) the location of the Premises subject to the Lease.

ARTICLE 23

ALVERNIA AND THE CONSERVANCY'S RIGHT OF FIRST REFUSAL

Section 23.1 Right of First Refusal. The parties hereby acknowledge and agree that nothing in this Agreement shall be construed to supersede, limit or otherwise nullify the rights of first refusal to purchase granted by the City to both Alvernia and the Conservancy in separate lease agreements of even date herewith for certain portions of Angelica.

ARTICLE 24

MEDIA ACKNOWLEDGMENT

Section 24.1 Media. The parties hereto agree that any and all media acknowledgement of the Boathouse and/or the Premises resulting from activities conducted pursuant to this Agreement or otherwise shall recognize the City, Alvernia and the Conservancy regardless of the primary party sponsoring the activity or event.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS:

ALVERNIA:

ALVERNIA UNIVERSITY

By: _____

Name: Douglas F. Smith

Title: Vice President

WITNESS:

CONSERVANCY:

BERKS COUNTY CONSERVANCY

By: _____

Name: Kimberly J. Murphy

Title: President

CITY:

CITY OF READING

Attest: _____

By: _____

Chief Clerk

Name: _____

Title: _____

EXHIBIT "A"

PREMISES

THIS AGREEMENT OF LEASE (the "Agreement") is dated to be effective as of the ____ day of September, 2013 (the "Commencement Date") by and between CITY OF READING, a third class city of the Commonwealth of Pennsylvania, having an address at 815 Washington Street, Reading, Pennsylvania 19601 (the "Lessor") and ALVERNIA UNIVERSITY, a Pennsylvania non-profit corporation, having an address at 400 St. Bernadine Street, Reading, Pennsylvania 19607 (the "Lessee")

BACKGROUND

C. The Lessor is the owner of a tract of land and the improvements erected thereon located in the City of Reading, Berks County, Pennsylvania, being known as "Angelica Park" (hereinafter referred to at times as "Angelica").

D. The Lessee desires to lease certain portions of Angelica Park as more specifically depicted, described and/or identified in Section 1.1 below and on the map that is attached hereto and made a part hereof by reference as Exhibit "A" (the "Premises") from the Lessor and the Lessor desires to lease the Premises to the Lessee in accordance with the terms and conditions set forth herein.

E. The Lessor is also willing to grant to the Lessee an option to purchase and a right of first refusal on the Premises and Angelica as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Lessor and the Lessee hereby covenant and agree as follows:

ARTICLE 1 **PREMISES AND TERM**

Section 1.1 Grant of Lease. The Lessor for and in consideration of the terms, covenants, and conditions herein contained, does hereby lease unto the Lessee, and the

Lessee does rent and lease from the Lessor the Premises for the uses and purposes as specifically described as follows:

(a) The entire portion of the Premises identified as Zone 3 on Exhibit A shall be used for active, passive and open recreation space from dawn to dusk for the general public including, but not limited to, residents of the Lessors, visitors to Angelica and the students, employees, licensees and invitees of the Lessee.

(b) That certain portion of the Premises within Zone 7 on Exhibit A, which is land that establishes an approximate one hundred (100) foot setback from St. Bernadine Street and which shall be used improve, beautify and enhance the St. Bernadine Street corridor.

(c) The entire portions of the Premises identified as Zones 3 and 4 on Exhibit A shall be used by the Lessee to erect, install, operate and maintain appropriate signage in accordance with Article 13 below and other lighting fixtures/improvements.

(d) The entire portion of the Premises identified as Zone 8 on Exhibit A may be used by the Lessee, at its discretion and without any duty/obligation owed to Lessor, to erect, install, operate and maintain appropriate lighting fixtures/improvements.

Section 1.2 Term. The Lessee shall HAVE AND HOLD the Premises for a term of fifty (50) years commencing on the Commencement Date and expiring at midnight on _____, 2063 (the "Term"). As of the fortieth ("40th") anniversary of the Commencement Date, the parties agree to commence negotiations for renewal of this Agreement or a new Lease for the Premises upon terms and conditions mutually agreeable to both the Lessor and Lessee.

ARTICLE 2

RENT AND CONSIDERATION

Section 2.1 Rent. In consideration of the lease of the Premises, Lessee shall pay to Lessor on the Commencement Date the sum of One Dollar (\$1.00) for each year of the Term. As additional rent, Lessee shall be responsible, at its sole cost and expense, for the maintenance expenses set forth in Section 5.1 below.

Section 2.2 Manner of Payment. All amounts payable under Section 2.1 of this Article, as well as all other amounts payable by Lessee to Lessor under the terms of this Lease, shall be paid at the address of Lessor set forth above or at such other place as Lessor shall from time to time designate by notice to Lessee, in lawful money of the United States.

Section 2.3 SILOT (Service In Lieu Of Taxes) Credit. In consideration for the assumption by the Lessee of the maintenance costs and expenses set forth in Section 5.1 below, the Lessor agrees to provide the Lessee with an annual SILOT credit in the amount of said annual maintenance costs and expenses.

ARTICLE 3

IMPROVEMENTS TO BE CONSTRUCTED BY LESSEE AT THE PREMISES

Section 3.1 Improvements by Lessee. The parties agree that the Lessee shall be permitted to construct/install signage, lighting, fencing, fixtures, improvements and such other capital projects as may be proposed by the Lessee from time to time at the Premises. The aforesaid improvements to be constructed by Lessee are hereinafter collectively referred to as the "Improvements". Drawings of the proposed Improvements will be provided to both the Lessor and the Berks County Conservancy for their written consent prior to the Lessee beginning construction/installation of the Improvements at the Premises, which consent shall not be unreasonably withheld or delayed.

Section 3.2 Payment for Improvements. Lessee shall be responsible for the entire cost of the Improvements.

Section 3.3 Disc Golf Course in Zone 3. The Lessee agrees to maintain the disc golf course in Zone 3, provided, however, that the locations of the tees and greens therefor shall be subject to relocation by the Lessee upon receipt of the prior consent of the Lessor.

ARTICLE 4

RESPONSIBILITIES OF LESSEE AND LESSOR

Section 4.1 Lessee's Responsibilities for the Premises. In addition to other costs/expenses set forth elsewhere in this Agreement, the Lessee shall have the responsibilities of providing, paying for, or obtaining the following for the Premises, at the Lessee's sole cost and expense:

- (e) The Improvements.
- (f) The maintenance of the Premises as detailed in Section 5.1 below. In the performance of said duties, the Lessee agrees to confer with the Berks County Conservancy on issues involving the maintenance of those areas of the Premises in Zone 3 that are within fifty (50) feet of the boundary lines separating Zone 3 from Zones 1, 2, 7 and 9 (which are subject to a separate lease agreement between the Lessor and the Berks County Conservancy).
- (g) A secondary role in the security and public safety duties at Angelica in conjunction with Lessor.
- (h) In the event that the parties hereto mutually agree that major repairs, improvements, upgrades, and/or repaving of the parking lot and roadway(s) in Zone 3 of the Premises (excluding the roadway set forth in Section 4.2(a) below and not including the Improvements) located within Angelica are necessary, the Lessee and the Berks County Conservancy

shall each pay fifty percent (50%) of such costs. If the parties are unable to mutually agree on the need and extent of such repairs, etc., said dispute shall be resolved in accordance with Section 19.1 hereunder. For purposes of this section, "major" shall refer to costs in excess of the collective amount of Ten Thousand Dollars (\$10,000.00).

Section 4.2 Lessor's Responsibilities for the Premises. In addition to other costs/expenses set forth elsewhere in this Agreement, the Lessor shall have the responsibilities of providing, paying for, or obtaining the following for the Premises, at the Lessor's sole cost and expense:

- (a) The ownership, control, repair and maintenance responsibilities for St. Bernadine Street as the public roadway through Angelica Park to Route 10, which Lessor shall maintain as public road for the Term.
- (b) The primary police, fire, emergency, security and public safety duties at Angelica including the enforcement of all laws, codes and ordinances.

Section 4.3 Compliance with Law. The Lessee shall not use the Premises for any purpose in violation of any federal, state or municipal law currently existing or hereinafter promulgated, governing the use and safety of the Premises, and the Lessee shall at all times ensure that its use of the Premises is within full compliance with all applicable statutes and ordinances.

Section 4.4 Permits and Licenses. The Lessee shall promptly procure, maintain and comply with all permits, licenses and government authorizations required for its use of the Premises as set forth herein.

Section 4.5 No Violation of Insurance Contracts. The Lessee and Lessor shall not use the Premises in any manner which would make void or voidable any insurance required to be carried by the Lessor or the Lessee or which will make it impossible for either party to obtain fire, general liability or other insurance.

Section 4.6 No Discrimination. The Lessee covenants and agrees that during its use of the Premises, it will not discriminate against any person or persons on the basis of race, color, creed, religion, national origin, age, veteran status and/or disability.

Section 4.7 No Change in Use of Angelica. During the Term, Lessor will neither change the zoning classification of Angelica from its classification existing as of the Commencement Date nor permit the character or use of Angelica to developed or used in any manner not permitted by said zoning regulations.

ARTICLE 5

PAYMENT OF EXPENSES

Section 5.1 Lessee's Obligations. The Lessee shall have the responsibility for maintenance of the Premises, and the payment of all costs related thereto, and for the payment of utilities at the Premises, including, but not limited to, trimming and care of grass/lawn areas, trees and shrubbery and trash removal at the Premises.

Section 5.2 Maintenance Standards. Lessee's Maintenance shall be performed in accordance with the Lessee's general standards of maintenance and repair.

Section 5.3 Taxes. In the event that the Pennsylvania Department of Revenue, the City of Reading, the Reading School District and/or any other governmental authority or taxing body determines that this Agreement is subject to realty transfer tax under the provisions of Pennsylvania Realty Transfer Tax, as amended, and, as a result thereof, imposes or assesses realty transfer tax on the transaction contemplated by this Agreement,

the Lessor shall not collect and shall forever waive and exonerate the entire portion of the realty transfer tax (currently 4%) that would otherwise be imposed upon the transaction contemplated by this Agreement. In consideration therefor, the Lessee shall pay the remaining portion of the realty transfer tax imposed upon the transaction contemplated by this Agreement that is due to the Pennsylvania Department of Revenue but not otherwise exempt or excluded because of the status of the Lessor as a political subdivision under the Pennsylvania Realty Transfer Tax, as amended, and its applicable regulations.

ARTICLE 6

GOVERNMENT APPROVALS

Section 6.1 Lessee's Responsibility to Obtain Government Approvals. The Lessee shall obtain any governmental approvals necessary for the construction of the Improvements at the Premises. The Lessor will support and cooperate with the Lessee in any efforts to gain necessary governmental, municipal or other local, state or federal agency approvals, including by confirming or affirming Lessee's standing to obtain such approvals.

ARTICLE 7

INSURANCE

Section 7.1 Casualty Insurance. The Lessee shall keep the Improvements hereinafter constructed at the Premises and any buildings/improvements currently existing at the Premises (if any) to be insured against loss, damage or destruction by fire or such other hazards as are covered by and protected under policies of insurance commonly known as "Property Insurance".

Section 7.2 Liability Insurance. Lessor and the Lessee shall provide insurance for risks associated with their respective use of and responsibilities related to the Premises in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limits for bodily

injury/death and property damage. The Lessor and the Lessee, will each, at their sole cost and expense, obtain and maintain insurance with insurance companies approved by the other for general public liability, bodily injury and property damage arising from the use of the Premises by the insuring party, its agents, employees, students, guests, spectators, participants, officials, concessionaires, officers, licensees, invitees or others, and shall provide each other with Certificates of Insurance naming the other party as an additional insured. If the Lessor is self-insured, the Lessor shall provide Lessee with proof of adequate reserves to meet the requirements of this Section. The parties shall review with each other the amount of insurance coverage every five (5) years.

Section 7.3 Additional Insureds. The Lessor and the Lessee shall each cause the other to be named as an additional insured on all such policies and provide proof that such coverage has been obtained and remains in effect during the term of this Agreement.

ARTICLE 8

INDEMNIFICATION

Section 8.1 Indemnification by Lessor. Except to the extent arising out of the negligent acts or omissions or willful misconduct of the Lessee, its employees, agents, contractors, and/or students, the Lessor agrees to and does hereby indemnify and hold the Lessee harmless from all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property, caused by the acts or omissions of its agents, employees, contractors, invitees, spectators, participants, officials, concessionaires, or other persons and from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by the Lessor; or (ii) the breach by Lessor of the provisions of this Agreement.

Section 8.2 Indemnification by Lessee. Except to the extent arising out of the negligent acts or omissions or willful misconduct of the Lessor, its employees, agents, contractors, invitees and/or residents, the Lessee agrees to and does hereby indemnify and hold the Lessor harmless from all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property, caused by the acts or omissions of its agents, employees, contractors, invitees, spectators, participants, officials, concessionaires, or other persons and from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by the Lessee; (ii) any penalty, damage or charge incurred or imposed by reason of any violation of law or ordinance, including, but not limited to zoning and building code ordinances, by Lessee; or (iii) the breach by Lessee of the provisions of this Agreement.

Section 8.3 Indemnification not Limited by Insurance. Full compliance or failure to comply with the provisions of this Agreement relating to insurance shall in no way relieve or diminish the Lessor's or Lessee's responsibilities hereunder.

Section 8.4 Survival of Termination of Agreement. These indemnifications of the Lessor and the Lessee shall survive the termination of this Agreement.

Section 8.5 Waiver of Immunity. Lessor hereby waives any statutory immunity and limit on its liability as between the Lessor and the Lessee for claims arising pursuant to this Agreement, and specifically Articles 7 and 8, or the Lessor's use of the Premises or the use of the Premises by Lessor's agents, employees, contractors, invitees, spectators, participants, officials, residents or concessionaires.

ARTICLE 9

ENVIRONMENTAL

Section 9.1 Compliance with Environmental Laws. Lessor and Lessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Premises.

Section 9.2 Environmental Indemnification. Lessor and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) a party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises or activities conducted by the party thereon, unless the environmental conditions are caused by the other party provided, however, that the Lessee shall have no duty to hold harmless and/or indemnify the Lessor hereunder for anything related to any conduct, failure to act and/or the condition of the Premises that occurred or was in existence prior to the date of this Agreement.

Section 9.3 Indemnifications Survive Termination of Agreement. The indemnifications of this Article 9 specifically include reasonable costs, expenses and fees

incurred in connection with any investigation of conditions at the Premises or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Article 9 will survive the expiration or termination of this Agreement.

ARTICLE 10

CONDEMNATION

Section 10.1 Condemnation. In the event Lessor receives notification of any condemnation proceedings affecting the Premises, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion sufficient, in Lessee's reasonable determination, to render the Premises unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to reimbursement for any prepaid rent on a pro rata basis and for the undepreciated value of the Improvements constructed by Lessee at the Premises in accordance with Article 3 above.

ARTICLE 11

CASUALTY

Section 11.1 Casualty. Each party shall provide the other notice of any casualty affecting the Premises within forty-eight (48) hours of the casualty. If any part of the Premises is damaged by fire or other casualty so as to render the Premises unsuitable, in Lessee's reasonable determination, then Lessee may terminate this Agreement by providing written notice to the Lessor, which termination will be effective as of the date of such damage or destruction. Upon such termination, Lessee shall be entitled to reimbursement for any prepaid rent on a pro rata basis and for the undepreciated value of the Improvements constructed by Lessee at the Premises in accordance with Article 3 above.

ARTICLE 12

DEFAULT AND RIGHT TO CURE

Section 12.1 Default by Lessee. The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of rent if such rent remains unpaid for more than fifteen (15) days after receipt of written notice from Lessor of such failure to pay; or (ii) Lessee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, Lessor agrees to promptly inform Berks County Conservancy and Berks County Conservancy shall have a period of not less than thirty (30) days from such notice to negotiate an assignment of this Agreement to the Berks County Conservancy and, upon expiration of such assignment option, to exercise any and all rights and remedies available to it under law and equity, including but not limited to termination of this Agreement.

Section 12.2 Default by Lessor. The following will be deemed a default by Lessor and a breach of this Agreement: Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights

available to it under law and equity, including but not limited to termination and Lessor shall reimburse the Lessee for the fair market value of the Improvements.

ARTICLE 13

SIGNS

Section 13.1 General Signage. Subject to applicable ordinances, signage shall be installed by the Lessee which shall identify and promote the Premises as being a public park that is open to the public and owned by the City of Reading but also a part of the main campus of Alvernia University. Alvernia also agrees to display and promote on its official website that Angelica is a public park owned by the City of Reading and open to the public.

Section 13.2 Lessee's Signs. The Lessee shall be permitted to display banners from the light poles and fences installed at the Premises to identify the property as part of the main campus of Alvernia University.

ARTICLE 14

ASSIGNMENT

Section 14.1 Assignment. At any time during the Term, Lessee may elect to assign this Agreement and all Lessee's right, title, interest, duties and obligations hereunder to a third party, subject, however, to Lessor's approval, which approval shall not be unreasonably withheld. In the event Lessor approves Lessee's assignment of this Agreement to a third party, Lessee shall have no further responsibility or obligation to Lessor, whatsoever. Lessor may not assign this Agreement to any third party without the prior written consent of Lessee.. Any such assignment by the Lessee shall include its right of first refusal set forth in Article 23 below.

ARTICLE 15

ENTIRE AGREEMENT

Section 15.1 Entire Agreement. This Agreement contains and sets forth the entire agreement and understanding between the parties hereto and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between said parties other than as herein expressly referenced or set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party hereto, unless reduced to writing and signed by Lessor and Lessee. This Agreement shall be binding on the parties hereto, and their respective successors and assigns.

ARTICLE 16

NOTICES

Section 16.1 Notices. Notices given pursuant to this Agreement shall be in writing, shall be given by actual delivery or by mailing the same to the party entitled thereto at the address set forth below or at such other address as any party may designate in writing to any other party pursuant to the provisions of this Article. Notices given by mail shall be sent by United States mail, certified or registered, return receipt requested, or by recognized overnight courier. Notices shall be deemed to be received on the date of actual receipt. Notices shall be served or mailed to the following addresses, subject to change as provided above:

If to Lessor:	City of Reading 815 Washington Street Reading, PA 19601 Attn: Managing Director
With a copy to:	Charles D. Younger, Esquire City Solicitor 815 Washington Street Reading, PA 19601
If to Lessee:	Alvernia University 400 Saint Bernadine Street Reading, PA 19607-1799

Attention: Douglas F. Smith, Vice President

With a copy to:

Heidi B. Masano, Esquire
Masano ♦ Bradley, LLP
1100 Berkshire Boulevard, Suite 201
Wyomissing, PA 19610

ARTICLE 17

SEVERABILITY

Section 17.1 Severability. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

ARTICLE 18

APPLICABLE LAW

Section 18.1 Applicable Law. The validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their successors and permitted assigns. The situs of this Agreement shall be Berks County, Pennsylvania and, subject to Article 19 below, if a dispute arises as a result of this transaction, the parties hereby submit to the jurisdiction of the Court of Common Pleas of Berks County. The parties agree that Berks County presents the most convenient forum for both parties. The parties consent to the personal jurisdiction and venue of the Court of Common Pleas of Berks County and the parties waive all objections based upon improper jurisdiction, venue, or forum non-conveniens. The parties intend and agree that a party in breach of this Agreement shall bear the burden and obligation of any and all costs and expenses, including reasonable counsel fees, incurred by the other party, if the other party is successful in any litigation in endeavoring to protect and enforce his or her rights

under this Agreement. Failure of either party to insist upon strict performance of any of the terms of this Agreement shall in no way affect the right of such party to enforce those terms in the future.

ARTICLE 19

MEDIATION

Section 19.1 Mediation. Notwithstanding the provision of Article 18 set forth above, any disputes between Lessor and Lessee shall first be submitted to mediation through the Berks County Bar Association Civil Dispute Resolution Program, said mediation to be held by a mediator appointed from the list of qualified mediators determined by the Berks County Bar Association.

ARTICLE 20

RELATIONSHIP OF THE PARTIES

Section 20.1 Relationship of the Parties. It is the intention of the parties to create a nonexclusive Lease Agreement pursuant to which the Lessee and Lessor shall use the Premises in accordance with the terms of this Agreement. Nothing herein shall be construed to constitute the parties hereto as partners or joint ventures or to render either party liable for the debts or obligations of the other party.

ARTICLE 21

SURRENDER

Section 21.1 Surrender. Upon termination of this Agreement, Lessee shall peaceably surrender the Premises to Lessor in a condition and repair similar to the condition and repair of the Premises on the Commencement Date, subject to the construction set forth in Article 3, reasonable wear and tear and damage by casualty excepted.

ARTICLE 22

MEMORANDUM OF LEASE

Section 22.1 Memorandum of Lease. In order for Lessee to obtain a policy of leasehold title insurance, the parties agree that concurrently with the execution of this Agreement they shall execute a memorandum of lease to be recorded in the office of the Recorder of Deeds of Berks County, Pennsylvania setting forth: (i) the names of the parties in this Lease Agreement; (ii) the term of this Lease; (iii) the location of the Premises subject to the Lease; and (iv) the Lessee's option to purchase and right of first refusal to purchase the Premises.

ARTICLE 23

LESSEE'S RIGHT OF FIRST REFUSAL

Section 23.1 Lessee's Right of First Refusal. If, at any time during the Term, Lessor desires to list for sale, sell or shall receive a bona fide offer from any third party to purchase Angelica or any portion of Angelica, including, without limitation, the Premises (the "Proposed Sale"), Lessee shall have a Right of First Refusal as follows:

(a) Lessor shall give Lessee notice in writing of the Proposed Sale, which notice shall include the price, terms and conditions of the Proposed Sale ("Lessor's Notice"). Included with Lessor's Notice shall be such information as shall reasonably enable Lessee to establish all of the terms of the offer and that the offer is bona fide, including (without limitation) a true and correct copy of the letter of intent or agreement of sale, if any. If the Right of First Refusal arises because the Lessor desires to sell (and not because of receipt of a bona fide offer to purchase from a third party), the purchase price in the Lessor's Notice shall be based on a "then current" market valuation/appraisal of Angelica, as determined by a mutually acceptable and certified real estate appraiser in an appraisal report.

(b) Upon receipt of the Lessor's Notice, the Lessee shall have a period of seventy-five (75) days to exercise the Right of First Refusal to purchase Angelica. Lessee understands and acknowledges that Berks County Conservancy has an identical Right of First Refusal in the Berks County Conservancy Lease. In the event that Berks County Conservancy also elects to purchase Angelica, Lessee's (and Berks County Conservancy's) Right of First Refusal will be reduced to the right to purchase the Premises, for the Lessee, and the right to purchase the remaining portions of Angelica not including the Premises and not including the areas that are the subject of the Tri-Party Agreement, for Berks County Conservancy. Lessee and Berks County Conservancy will have a further forty-five (45) days to prepare and agree to a Declaration of Condominium providing for two (2) units corresponding to those portions of Angelica that are leased solely to each party, with common elements or areas being those portions of Angelica that are shared between Lessee and Angelica as set forth in the Tri-Party Agreement. In the event Lessee and Berks County Conservancy are able to agree to an acceptable Declaration of Condominium within the said forty-five (45) day period, then Lessee and Berks County Conservancy will, within thirty (30) days from the end of the forty-five (45) day period, purchase the respective condominium units of Angelica and Lessee will record the Declaration of Condominium that has been agreed to between them. In the event Lessee does not elect to purchase Angelica, Lessor may sell the same to Berks County Conservancy, if Berks County Conservancy has elected to purchase Angelica, or to such third party with whom Lessor agrees to sell Angelica. In the event of a sale of Angelica to Berks County Conservancy or a third party, this Agreement will continue in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS:

LESSEE:

ALVERNIA UNIVERSITY

By: _____
Name: Douglas F. Smith
Title: Vice President

LESSOR:

CITY OF READING

Attest: _____

By: _____

Chief Clerk

Name: _____
Title: _____

EXHIBIT "A"

PREMISES

LEASE AGREEMENT

THIS AGREEMENT OF LEASE (the "Agreement") is dated to be effective as of the ____ day of _____, 2013 (the "Commencement Date") by and between CITY OF READING, a third class city of the Commonwealth of Pennsylvania, having an address at 815 Washington Street, Reading, Pennsylvania 19601 (the "Lessor") and BERKS COUNTY CONSERVANCY, a Pennsylvania non-profit corporation, having an address at 25 N. 11th Street, Reading, Pennsylvania 19601 (the "Lessee").

BACKGROUND

F. The Lessor is the owner of a tract of land and the improvements erected thereon located in the City of Reading, Berks County, Pennsylvania, being known as "Angelica Park," having Parcel Id. No. 18530620812266 (hereinafter referred to at times as "Angelica").

G. The Lessee desires to lease certain portions of Angelica as more specifically depicted, described and/or identified in Section 1.1 below and on the map that is attached hereto and made a part hereof as Exhibit A from the Lessor and the Lessor desires to lease the Premises (as defined herein) to the Lessee in accordance with the terms and conditions set forth herein.

H. The Lessor is also willing to grant to the Lessee an option to purchase and a right of first refusal on the Premises and Angelica as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Lessor and the Lessee hereby covenant and agree as follows:

ARTICLE 1
PREMISES AND TERM

Section 1.1 Grant of Lease; Permitted Use. The Lessor for and in consideration of the terms, covenants, and conditions herein contained, does hereby lease unto the Lessee, and the Lessee does rent and lease from the Lessor the areas identified on Exhibit A as Zones 1, 2, 6, 7 and 9; excepting, however, that portion of Zone 7 that has been leased to Alvernia University as set forth in that certain Lease Agreement between the Lessor and Alvernia University dated of even date herewith (the "Alvernia Lease") (the "Premises"). Lessee will use the Premises for programming as set forth more specifically in Section 1.1(a) of that certain Tri-Party Agreement between Lessor, Lessee and Alvernia University dated of even date herewith (the "Tri-Party Agreement") and for active, passive and open recreation space from dawn to dusk for the general public including, but not limited to, residents of the Lessors, visitors to Angelica and the employees, licensees and invitees of the Lessee. Notwithstanding anything contained or construed herein to the contrary, and with the exception of the Improvements (as defined herein) it is the intention of the parties hereto that the general public will have access to all portions of Angelica, subject to Lessor's rules and regulations governing access to and use of Angelica. Lessee shall have sole authority to determine access to and use of the Improvements by all persons, including the general public.

Section 1.2 Term. The Lessee shall HAVE AND HOLD the Premises for the lesser of: (a) ninety-nine (99) years commencing on the Commencement Date and expiring at midnight on the day immediately preceding the ninety-ninth (99th) anniversary of the Commencement Date, (b) until the expiration or termination of the Tri-Party Agreement, as set forth in Section 1.2 of the Tri-Party Agreement, or (c) the termination of this Agreement as permitted under Section 1.3, below (the "Term").

Section 1.3 Termination.

(a) **Lessor's Right to Terminate Between Years 30 and 50.** After the thirtieth (30th) anniversary of the Commencement Date, but before the fiftieth (50th) anniversary of the Commencement Date (the "First Termination Period"), Lessor may elect to terminate this Agreement for any or no reason; provided, however, that Lessor has first provided Lessee with the Termination Notice (as defined herein). In the event Lessor elects to terminate this Agreement during the First Termination Period, Lessor will pay to Lessee an amount equal to the Termination Payment (as defined herein) increased by twenty percent (20%). Payment of such amount will be upon the terms and conditions set forth in Section 1.3(f), below. Lessor will also reimburse Lessee for its reasonable moving expenses.

(b) **Lessor's Right to Terminate after Year 50.** After the fiftieth (50th) anniversary of the Commencement Date (the "Second Termination Period"), Lessor may elect to terminate this Agreement for any or no reason; provided, however, that Lessor has first provided Lessee with the Termination Notice. In the event Lessor elects to terminate this Agreement during the Second Termination Period, Lessor will pay to Lessee the Termination Payment. Lessor will also reimburse Lessee for its reasonable moving expenses.

(c) **Termination of Lease by Expiration of Term.** Upon the termination of this Agreement by expiration of the Term after the end of the ninety-ninth (99th) year from the Commencement Date, Lessor is not obligated to pay Lessee the Termination Payment or any other payment for the value of the Improvements.

(d) **Lessee's Right to Terminate.** Lessee may elect, at any time during the Term, to terminate this Agreement for any or no reason. Except as set forth in Section 12.2, below (Lessor's default), in the event Lessee elects to terminate this Agreement, the Improvements (excluding all personal property and trade fixtures therein located) will become the sole and exclusive property of Lessor, without payment to Lessee by Lessor.

(e) **Termination Notice.** Before Lessor may exercise its right to terminate this Agreement under Subsections (a) or (b), above, or Lessee under Subsection (d), above, Lessor or Lessee, whichever is applicable, must first give the other not less than five (5) years' prior notice of its intention to terminate this Agreement (the "Termination Notice"). The Termination Notice must follow the notice requirements set forth in Section 16.1, below.

(f) **Termination Payment.** The "Termination Payment" is an amount equal to the fair market value of the Improvements (not including the rest of the Premises), determined not more than three (3) months before the actual termination date. The fair market value of the Improvements will be determined by a mutually acceptable real estate appraiser licensed by the Pennsylvania State Board of Certified Real Estate Appraisers, certified to appraise both residential and non-residential real property. In the event Lessor and Lessee cannot agree upon a mutually acceptable appraiser, both Lessor and Lessee will obtain their own appraisals, at their own cost, and the fair market value will be the average of both appraisals. In conducting the appraisal, the appraiser or appraisers will disregard the fact that the Improvements are located on property zoned by Lessor as a preservation district. Instead, the appraiser or appraisers will conduct the appraisals as though the Improvements were located on property zoned to permit commercial office space on a lot with the minimum necessary area, minimum necessary road frontage and any other minimum necessary condition met. The Termination Payment must be made to Lessee on the date the termination of this Agreement becomes effective in United States Currency or other form of immediately available funds reasonably acceptable to Lessee.

ARTICLE 2

RENT AND CONSIDERATION

Section 2.1 Rent. In consideration of the lease of the Premises, Lessee shall pay to Lessor on the Commencement Date the sum of One Dollar (\$1.00). On the first anniversary of the Commencement Date and continuing on the same day each consecutive year thereafter during the Term, Lessee will pay to Lessor the amount of One Dollar (\$1.00).

Section 2.2 Manner of Payment. All amounts payable under Section 2.1 of this Article, as well as all other amounts payable by Lessee to Lessor under the terms of this Lease, shall be paid, in lawful money of the United States, to Lessor at the address set forth above or at such other place as Lessor shall from time to time designate by written notice to Lessee.

Section 2.3 Additional Consideration. In the event Lessee constructs its new headquarters on the Premises as permitted by this Lease and the Tri-Party Agreement, and after Lessee has received a Certificate of Occupancy or other similar approval to enable Lessee to use the Premises as its permanent, full-time headquarters, then, as further consideration for this Lease, Lessee will promptly transfer all of its rights in and to its leasehold interests to the property known and numbered as 25 North 11th Street, in the City of Reading, including the Lessee's leasehold improvements upon such property.

ARTICLE 3

IMPROVEMENTS TO BE CONSTRUCTED BY LESSEE AT THE PREMISES

Section 3.1 Improvements by Lessee. Lessee will be permitted to construct a new headquarters on the Premises, as set forth in Section 3.1 of the Tri-Party Agreement (the "Improvements"). Lessor understands and acknowledges that as of the date hereof, the existing improvement located on the Premises that is commonly known, and hereinafter referred to, as the "Boathouse" is afflicted with a constant, overwhelming and malodorous aroma, the source of which is yet undetermined. In the event such smell is not remediated by

Lessor promptly after the complete execution of this Agreement, and/or Lessee determines that such smell cannot be easily or economically remediated, then Lessee will have the option of demolishing the Boathouse when it constructs the Improvements. In the event Lessee elects to demolish the Boathouse, Lessee will not be responsible to replace the same. As used hereinafter, and unless expressly indicated otherwise, "Improvements" shall mean the Improvements and the Boathouse, if the Boathouse is not demolished. Except as expressly set forth herein, Lessee shall solely own the Improvements and all personal property, trade fixtures and fixtures located thereupon and therein.

Section 3.2 Payment for Improvements. Lessee shall be responsible for the entire cost of the Improvements and, if applicable, for the costs of demolishing the Boathouse.

ARTICLE 4

RESPONSIBILITIES AND COVENANTS OF LESSEE AND LESSOR

Section 4.1 Lessee's Responsibilities for the Premises. In addition to other costs and expenses set forth elsewhere in this Agreement that are expressly made the responsibility of Lessee, Lessee shall have the responsibility of providing, paying for, or obtaining the following for the Premises, during the Term, at the Lessee's sole cost and expense:

- (i) The Improvements.
- (j) Subject to the Tri-Party Agreement, the maintenance of the Premises as detailed in Section 5.1 below. In the performance of said duties, the Lessee agrees to confer with Alvernia University on issues involving the maintenance of those areas in close proximity to the portions of Angelica

that are subject to a separate lease agreement between the Lessor and Alvernia University.

- (k) The maintenance and management of the “wetlands” in that portion of the Premises identified in Zone 2 on Exhibit A in accordance with the Angelica Management Plan as developed by the Environmental Management Committee effective as of March of 2013, as amended, modified, replaced or otherwise changed; provided, however, that Lessee’s obligations thereunder shall not be unreasonably or materially increased in any such amendment, modification or replacement. A copy of said Angelica Management Plan is attached hereto and made a part hereof as **Exhibit B**.
- (l) In the event that the Lessor, Lessee and Alvernia mutually agree that major repairs, improvements, upgrades, and/or repaving of the parking lot and roadways (excluding the roadway set forth in Section 4.2(a), below and not including the Improvements) located within Angelica are necessary, the Lessee and Alvernia shall each pay fifty percent (50%) of such costs; provided, however that any parking lots or roadways that service a portion or portions of Angelica that are exclusively leased to either Lessee or Alvernia shall be the full responsibility of such. If the parties are unable to mutually agree on the need and extent of such repairs, etc., said dispute shall be resolved in accordance with Section 19.1 hereunder. For purposes of this section, “major” shall refer to costs in excess of the collective amount of Ten Thousand Dollars (\$10,000.00).

- (m) Subject to the Tri-Party Agreement, the programming and scheduling of programs at the Boathouse.

Section 4.2 Lessor's Responsibilities for the Premises. In addition to other costs and expenses set forth elsewhere in this Agreement that are expressly made the responsibility of Lessor, Lessor shall have the responsibility of providing, paying for, or obtaining the following for the Premises, at the Lessor's sole cost and expense:

- (a) The ownership, control, repair and maintenance responsibilities for St. Bernadine Street as the public roadway through Angelica to Route 10, which Lessor shall maintain as public road for the Term.
- (b) The primary police, fire, emergency, security and public safety duties at Angelica including the enforcement of all laws, codes and ordinances.
- (c) Lessor is responsible to remediate the mechanical and other defects in the Boathouse that are existing as of the date of this Agreement, including, without limitation, the malodorous aroma mentioned above, and certain defects with the HVAC and alarm systems.

Section 4.3 Compliance with Law. The Lessee shall not use the Premises for any purpose in violation of any federal, state or municipal law currently existing or hereinafter promulgated, governing the use and safety of the Premises, and the Lessee shall at all times ensure that its use of the Premises is within full compliance with all applicable statutes and ordinances.

Section 4.4 Permits and Licenses. The Lessee shall promptly procure, maintain and comply with all permits, licenses and government authorizations required for its use of the Premises as set forth herein.

Section 4.5 No Violation of Insurance Contracts. The Lessee and Lessor shall not use the Premises in any manner which would make void or voidable any insurance required to be carried by the Lessor or the Lessee or which will make it impossible for either party to obtain fire, general liability or other insurance.

Section 4.6 No Discrimination. The Lessee covenants and agrees that during its use of the Premises, it will not discriminate against any person or persons on the basis of race, color, creed, religion, national origin, age, veteran status and/or disability.

Section 4.7 No Change in Use of Angelica. During the Term, Lessor will neither change the zoning classification of Angelica from its classification existing as of the Commencement Date nor permit the character or use of Angelica to be developed or used in any manner not permitted by said zoning regulations.

ARTICLE 5

REPAIR, REPLACEMENT AND MAINTENANCE; UTILITIES; SERVICES

Section 5.1 Lessee's Obligations. Subject to the Tri-Party Agreement, Section 4.2, above, and Section 5.3, below, the Lessee shall have the responsibility for the repair, replacement and maintenance of the Improvements, and the payment of all costs and expenses related thereto, including, without limitation, the roof, walls, windows, doors, foundation, HVAC, plumbing, electrical and other systems located within the Improvements. Lessee shall maintain the Premises, including, but not limited to, trimming and care of grass/lawn areas, trees and shrubbery (limited to those located within grass/lawn areas) and trash removal at the Premises. Lessee will be solely responsible for payment of Lessee's

usage of all utility services to the Improvements, including, without limitation, electric service, water service, sewer service and gas service. Lessee will be responsible for all other desired services to the Improvements, including phone, internet and janitorial services.

Section 5.2 Lessee's Maintenance Standards. Lessee's maintenance of the Premises shall be performed in a good, workmanlike manner and condition. Lessor's repair, replacement and maintenance of the Improvements will be to that standard acceptable to Lessee, in Lessee's sole discretion.

ARTICLE 6

GOVERNMENTAL APPROVALS

Section 6.1 Lessee's Responsibility to Obtain Government Approvals. The Lessee shall obtain any governmental approvals necessary for the construction of the Improvements at the Premises. The Lessor will support and cooperate with the Lessee in any efforts to gain necessary governmental, municipal or other local, state or federal agency approvals on a timely basis, including by confirming or affirming Lessee's standing to obtain such approvals.

ARTICLE 7

INSURANCE

Section 7.1 Casualty Insurance. The Lessee shall keep the Improvements insured against loss, damage or destruction by fire or such other hazards as are covered by and protected under policies of insurance commonly known as "Extended Coverage Insurance".

Section 7.2 Liability Insurance. Lessor and the Lessee shall provide insurance for risks associated with their respective use of and responsibilities related to the Premises in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limits for bodily injury/death and property damage. The Lessor and the Lessee, will each, at their sole cost

and expense, obtain and maintain insurance with insurance companies licensed to do business in the Commonwealth of Pennsylvania for general public liability, bodily injury and property damage arising from the use of the Premises by the insuring party, its agents, employees, officers, licensees and invitees. If the Lessor is self-insured, the Lessor shall provide Lessee with proof of adequate reserves to meet the requirements of this Section. The parties shall review with each other the amount of insurance coverage every five (5) years.

Section 7.3 Additional Insureds. The Lessor and the Lessee shall each cause the other to be named as an additional insured on all such policies and provide proof that such coverage has been obtained and remains in effect during the term of this Agreement.

ARTICLE 8

INDEMNIFICATION

Section 8.1 Indemnification by Lessor. Except to the extent arising out of the negligent acts or omissions or willful misconduct of the Lessee, its directors, officers, employees, agents, licensees or invitees, the Lessor agrees to and does hereby indemnify and hold the Lessee harmless from all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from: (a) any and all damage to any person or property, caused by the acts or omissions of its officers, agents, employees, licensees or invitees (which shall include persons who visit Angelica for recreational or other purposes unrelated to Lessee's activities), or (b) the breach by Lessor of the provisions of this Agreement.

Section 8.2 Indemnification by Lessee. Except to the extent arising out of the negligent acts or omissions or willful misconduct of the Lessor, its officers, agents, employees, licensees and invitees (which shall include persons who visit Angelica for recreational or other purposes unrelated to Lessee's activities), the Lessee agrees to and

does hereby indemnify and hold the Lessor harmless from all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from: (a) any and all damage to any person or property, caused by the acts or omissions of Lessee's directors, officers, agents, employees, licensees and invitees, (b) any penalty, damage or charge incurred or imposed by reason of Lessee's violation of law or ordinance, including, but not limited to zoning and building code ordinances; or (c) the breach by Lessee of the provisions of this Agreement.

Section 8.3 Indemnification not Limited by Insurance. Full compliance or failure to comply with the provisions of this Agreement relating to insurance shall in no way relieve or diminish the Lessor's or Lessee's responsibilities hereunder.

Section 8.4 Survival of Termination of Agreement. These indemnifications of the Lessor and the Lessee shall survive the termination of this Agreement.

Section 8.5 Waiver of Immunity. Lessor hereby waives any statutory immunity and limit on its liability as between the Lessor and the Lessee for claims arising pursuant to this Agreement.

ARTICLE 9

ENVIRONMENTAL

Section 9.1 Compliance with Environmental Laws. Lessor and Lessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time

hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Premises.

Section 9.2 Environmental Indemnification. Lessor and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) a party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises or activities conducted by the party thereon, unless the environmental conditions are caused by the other party; provided, however, that the Lessee shall have no duty to hold harmless and/or indemnify the Lessor hereunder for anything related to any conduct, failure to act and/or the condition of the Premises that occurred or was in existence prior to the date of this Agreement.

Section 9.3 Indemnifications Survive

Termination of Agreement. The indemnifications of this Article 9 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of conditions at the Premises or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Article 9 will survive the expiration or termination of this Agreement.

ARTICLE 10

CONDEMNATION

Section 10.1 Condemnation. In the event Lessor receives notification of any condemnation proceedings affecting the Premises, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion sufficient, in Lessee's reasonable determination, to render the Premises unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. Except as set forth below, Lessor is entitled to all sums paid by the condemning authority for the Premises, but Lessor must pay Lessee for the fair market value of the improvements, calculated as set forth in Section 1.3(f), above. Lessee is permitted to recover from the condemning authority reimbursement for its moving expenses and other similar expenses incurred by Lessee because of the condemnation of the Premises.

ARTICLE 11

CASUALTY

Section 11.1 Casualty. Each party shall provide the other notice of any casualty affecting the Premises within forty-eight (48) hours of the casualty provided that said party has actual knowledge of the casualty. Lessee is solely entitled to all insurance proceeds for casualty damage to the Improvements.

ARTICLE 12

DEFAULT AND RIGHT TO CURE

Section 12.1 Default by Lessee. The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of rent if such rent remains unpaid for more than fifteen (15) days after receipt of written notice from Lessor of such failure to pay; or (ii)

Lessee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, Lessor agrees to promptly inform Alvernia and Alvernia and Lessor shall have a period of not less than thirty (30) days from such notice to negotiate an assignment of this Agreement to Alvernia. Thereafter, provided this Agreement

Lessor will have the option of terminating this Agreement, assigning this Agreement to Alvernia University or obtaining such other remedy at law or in equity as may be available to Lessor.

Section 12.2 Default by Lessor. The following will be deemed a default by Lessor and a breach of this Agreement: Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, the Lessee will have the right to exercise any and all rights available to it under law and equity, including but not limited to termination of this Agreement. In the event Lessee elects to terminate this Agreement, Lessor will pay to Lessee the Termination Payment, increased by twenty percent (20%).

Section 12.3 Alvernia Default. In the event Alvernia University defaults under the Alvernia Lease and Lessor would otherwise have the ability to terminate the Alvernia Lease, Lessor will, instead of terminating the Alvernia Lease, permit Lessee, at its option, to take an assignment of the Alvernia Lease, or to enter into a new lease with Lessor for the property that is the subject of the Alvernia Lease on terms identical to those contained in the Alvernia Lease, with the term adjusted so that Lessee's term for such property does not exceed the original term of the Alvernia Lease.

ARTICLE 13

SIGNS

Section 13.1 General Signage. Subject to applicable ordinances, the Lessee may install that signage permitted under the Tri-Party Agreement at the Premises including, but not limited to, Section 13.2 of the Tri-Party Agreement.

ARTICLE 14

ASSIGNMENT

Section 14.1 Assignment. At any time during the Term, Lessee may elect to assign this Agreement and all Lessee's right, title, interest, duties and obligations hereunder to a third party, subject, however, to Lessor's approval, which approval shall not be unreasonably withheld. In the event Lessor approves Lessee's assignment of this Agreement to a third party, Lessee shall have no further responsibility or obligation to Lessor, whatsoever. Lessor may not assign this Agreement to any third party without the prior written consent of Lessee.

ARTICLE 15

ENTIRE AGREEMENT

Section 15.1 Entire Agreement. This Agreement and the Tri-Party Agreement contains and sets forth the entire agreement and understanding between the parties hereto and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between said parties other than as herein expressly referenced or set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party hereto, unless reduced to writing and signed by Lessor and Lessee. This Agreement shall be binding on the parties hereto, and their respective successors and assigns.

ARTICLE 16

NOTICES

Section 16.1 Notices. Notices given pursuant to this Agreement shall be in writing, shall be given by actual delivery or by mailing the same to the party entitled thereto at the address set forth below or at such other address as any party may designate in writing to any other party pursuant to the provisions of this Article. Notices given by mail shall be sent by United States mail, certified or registered, return receipt requested, or by recognized overnight courier. Notices shall be deemed to be received on the date of actual receipt. Notices shall be served or mailed to the following addresses, subject to change as provided above:

If to Lessor:	City of Reading 815 Washington Street Reading, PA 19601 Attn: Managing Director
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With a copy to:	Charles D. Younger, Esquire City Solicitor 815 Washington Street Reading, PA 19601
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If to Conservancy: Berks County Conservancy
25 N. 11th Street
Reading, PA 19601
Attention: Kimberly J. Murphy, President

With a copy to: Christopher J. Hartman, Esquire
Hartman Shurr
1100 Berkshire Boulevard, Suite 300
Wyomissing, PA 19610

ARTICLE 17

SEVERABILITY

Section 17.1 Severability. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

ARTICLE 18

APPLICABLE LAW

Section 18.1 Applicable Law. The validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their successors and permitted assigns. The situs of this Agreement shall be Berks County, Pennsylvania and, subject to Article 19 below, if a dispute arises as a result of this transaction, the parties hereby submit to the jurisdiction of the Court of Common Pleas of Berks County. The parties agree that Berks County presents the most convenient forum for both parties. The parties consent to the personal jurisdiction and venue of the Court of Common Pleas of Berks County and the parties waive all objections based upon improper jurisdiction, venue, or forum non-conveniens. The parties intend and agree that a party in breach of this Agreement shall bear the burden and obligation of any and all costs and expenses, including reasonable counsel fees, incurred by the other party, if the other

party is successful in any litigation in endeavoring to protect and enforce his or her rights under this Agreement. Failure of either party to insist upon strict performance of any of the terms of this Agreement shall in no way affect the right of such party to enforce those terms in the future.

ARTICLE 19

MEDIATION

Section 19.1 Mediation. Notwithstanding the provision of Article 18 set forth above, any disputes between Lessor and Lessee shall first be submitted to mediation through the Berks County Bar Association Civil Dispute Resolution Program, said mediation to be held by a mediator appointed from the list of qualified mediators determined by the Berks County Bar Association.

ARTICLE 20

RELATIONSHIP OF THE PARTIES

Section 20.1 Relationship of the Parties. It is the intention of the parties to create a nonexclusive Lease Agreement pursuant to which the Lessee and Lessor shall use the Premises in accordance with Section 1.1 and the other terms of this Agreement. Nothing herein shall be construed to constitute the parties hereto as partners or joint ventures or to render either party liable for the debts or obligations of the other party.

ARTICLE 21

SURRENDER

Section 21.1 Surrender. Upon termination of this Agreement, Lessee shall peaceably surrender the Premises to Lessor in a condition and repair similar to the condition and repair of the Premises on the Commencement Date, reasonable wear and tear and damage by casualty excepted.

ARTICLE 22

MEMORANDUM OF LEASE

Section 22.1 Memorandum of Lease. The parties agree that concurrently with the execution of this Agreement they shall execute a memorandum of lease to be recorded in the office of the Recorder of Deeds of Berks County, Pennsylvania setting forth: (i) the names of the parties in this Lease Agreement; (ii) the term of this Lease; (iii) the location of the Premises subject to the Lease; (iv) the Lessee's option to purchase and right of first refusal to purchase the Premises and such other terms or items of information as the parties deem necessary.

ARTICLE 23

LESSEE'S RIGHT OF FIRST REFUSAL and OPTION TO PURCHASE

Section 23.1 Lessee's Right of First Refusal. If, at any time during the Term, Lessor desires to list for sale, sell or shall receive a bona fide offer from any third party to purchase Angelica or any portion of Angelica, including, without limitation, the Premises (the "Proposed Sale"), Lessee shall have a Right of First Refusal as follows:

(a) Lessor shall give Lessee notice in writing of the Proposed Sale, which notice shall include the price, terms and conditions of the Proposed Sale ("Lessor's Notice"). Included with Lessor's Notice shall be such information as shall reasonably enable Lessee to establish all of the terms of the offer and that the offer is bona fide, including (without limitation) a true and correct copy of the letter of intent or agreement of sale, if any. If the Right of First Refusal arises because the Lessor desires to sell (and not because of receipt of a bona fide offer to purchase from a third party), the purchase price in the Lessor's Notice shall be based on a "then current" market valuation/appraisal of Angelica, as determined by a mutually acceptable and certified real estate appraiser in an appraisal report.

(b) Upon receipt of the Lessor's Notice, the Lessee shall have a period of seventy-five (75) days to exercise the Right of First Refusal to purchase Angelica. Lessee understands and acknowledges that Alvernia University has an identical Right of First Refusal in the Alvernia Lease. In the event that Alvernia University also elects to purchase Angelica, Lessee's (and Alvernia's) Right of First Refusal will be reduced to the right to purchase the Premises, for the Lessee, and the right to purchase the remaining portions of Angelica not including the Premises and not including the areas that are the subject of the Tri-Party Agreement, for Alvernia University. Lessee and Alvernia University will have a further forty-five (45) days to prepare and agree to a Declaration of Condominium providing for two (2) units corresponding to those portions of Angelica that are leased solely to each party, with common elements or areas being those portions of Angelica that are shared between Lessee and Angelica as set forth in the Tri-Party Agreement. In the event Lessee and Alvernia University are able to agree to an acceptable Declaration of Condominium within the said forty-five (45) day period, then Lessee and Alvernia University will, within thirty (30) days from the end of the forty-five (45) day period, purchase Angelica as tenants in common, each owning fifty percent (50%). Promptly after such purchase, Lessee and Alvernia University will record the Declaration of Condominium that has been agreed to between them. In the event Lessee does not elect to purchase Angelica, Lessor may sell the same to Alvernia University, if Alvernia University has elected to purchase Angelica, or to such third party with whom Lessor agrees to sell Angelica. In the event of a sale of Angelica to Alvernia University or a third party, this Agreement will continue in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto
have set their hands and seals on the day and year first above written.

WITNESS:

LESSEE:

BERKS COUNTY CONSERVANCY

By: _____

Name: Kimberly J. Murphy

Title: President

LESSOR:

CITY OF READING

Attest: _____

By: _____

Chief Clerk

Name: _____

Title: _____

EXHIBIT A

PREMISES

EXHIBIT B

ANGELICA MANAGEMENT PLAN ANGELICA CREEK PARK , MANAGEMENT PLAN Angelica Environmental Management Committee February, 2010

- I. Background – The Environmental Management Committee description : “ will consult with the managing entity on all aspects of land and ecosystem management activity at Angelica Creek Park. Specific management activities will include , but may not be limited to 1) trail maintenance, 2) conveyance of environmental information to the public, 3) invasive species management, 4)mowing schedules, 5) modifications of environmental design within the restored area(i.e. adaptive design management) , and 6) maintenance of a biological inventory designed to document species occurrences and activities at the Park. The above described management activities will cover the restored meadows, floodplain wetlands, and pond, trails, forested areas, and other park grounds. The Committee will also work with the managing entity to develop a long-term management plan for the site to be approved by the managing entity. The management plan should begin with the 5 yr plan drafted by AD Marble & Company. “ (see A.D Marble Maintenance Plan , attached)
- II. Property Description - Aerial Map, attached
- III. Management Goals and Objectives –
 - A. Real Estate Aspects
 1. Agreements - Sewer Line ROW (Zone 6, in entirety; within Zones 3 and 2, creek crossing); Alvernia U. (Zones 4 and 8) ; RAWA has 99 yr. lease with City of Reading for maintenance of facilities (Zone 5)
 2. Neighbor Relations – relatively isolated from residential ; no inholdings
 3. Off Site issues - stormwater quality entering wetland, needs stormwater education for contributing businesses and neighborhoods; adjacent automotive junkyard has potential impact, needs investigation
 4. School District - Reading School District
 5. Property Taxes – N/A
 6. Municipality – City of Reading and Cumru Township
 7. Municipal Zoning – compatible
 8. Title Report – N/A
 9. Environmental Assessment, Phase I – N/A
 10. Insurance - yes
 - B. Management Zones by use – see attached Zones map
 - Zone 1 – Building and envelope

1. Management considerations and objectives - develop a design for the Environmental Education Center utilizing green principles and phased construction ; and develop a plan for fundraising to cover construction and a management fund for long term operation ; oversight by Facilities/Building Construction Committee, not the Environmental Management Committee
2. Management actions – enact the plan

Zone 2 – Wetland Park and Riparian Areas -

1. Management considerations and objectives – short term : manage the Wetland Park according to Maintenance Plan through 2012 to satisfy the “consent decree” terms ; define the limits of the “consent decree”; long term : manage the entire Angelica Creek Park, including the Wetland Park and Riparian Areas as wildlife habitat with low impact visitation and education
2. Management Actions – reduce invasive species and supplant with native vegetation ; maintain and repair green infrastructure (trail sections and one stretch of streambank are compromised) ; finish this Management Plan and seek endorsement by managing entity

Zone 3 – Open Areas in Park (primarily lawn)

1. Management considerations and objectives - maintain open areas, lawn , and trails for associated activities; reduce mowing and fossil fuel inputs by identifying areas which should be returned to nature due to impracticality of maintenance (steep, wet,) or non-necessity (buffer areas)
2. Management Actions – No mowing of riparian buffer as delineated by newly planted trees. Identify other areas for reducing maintenance costs and then curtail mowing.

Zone 4 – Athletic Fields and Courts

1. Management considerations and objectives – maintain fields and courts and their envelopes for active recreation
2. Management Actions – continue maintenance regime, with Alvernia University responsibility ; create visual screen and buffer by planting native trees between wetland park and athletic fields and courts

Zone 5 – RAWA (Reading Area Water Authority) water tower and access road to it

1. Management considerations and objectives – maintain water tower and access road
2. Management Actions – continue maintenance regime

Zone 6 – Angelica Creek Trail, Sewer ROW (right of way)

1. Management considerations and objectives – keep trail open by maintaining the sewerline ROW

2. Management Actions - continue maintenance regime, Cumru Twp Public Works charged with maintenance of line ; investigate Trail Ambassador Program and Alvernia U volunteer programs for additional trail maintenance and enhancement

Zone 7 - Conservation woodlands and riparian area

1. Management considerations and objectives – establish as natural/conservation area with minimal, if any , maintenance necessities
2. Management Actions - investigate stream clean-up from past transgressions; investigate impacts of neighboring junkyard; investigate for invasive species; get this Management Plan endorsed with Environmental Management Committee oversight for this Zone 7.

Zone 8 – Bernadine Street Corridor

1. Management considerations and objectives – improve and enhance St Bernadine St. which serves as the gateway corridor to Alvernia University.
2. Management Actions – road and side of road will be kept clear of debris and lawn will be kept mowed up to the road berm. Any trash receptacles will be emptied on a regular basis. Alvernia University is providing maintenance for this zone.

IV Workload and Funds

1. Work Plan, 2010 – see Management Actions above
2. Management Fund and Annual Stipend – none
3. Work Plan Project budgets and Responsibilities -
 - Zone 1 – Building and Envelope- Budget , Responsibility – Angelica Facilities/Building Construction Committee and Executive Committee
 - Zone 2 – Wetland Park and Riparian Areas – Budget : current, \$5,000, based on consent decree- Reading Sewer Dept., maintenance ; assistance from Angelica Environmental Management Committee for invasive species control and educational signage components; pursue grants to enact Management Actions
 - Zone 3 – Open Areas in Park (primarily lawn) - Projected Budget: approx. \$9,200 (1 day /week /52 weeks X \$160./day plus 10% administration); Responsibility – Parks Department
 - Zone 4 - Athletic Fields and Courts - internal Alvernia U. budget
 - Zone 5 – RAWA owned water tower and access road - internal RAWA budget
 - Zone 6 – Angelica Creek Trail , Sewer ROW - internal Cumru Township budget for sewer line only
 - Zone 7 - Conservation Woodlands and Riparian Areas - Budget – none ; Responsibility - Environmental Management Committee

4. Projected Annual Operating Budget for Zones 2,3,7 - to be determined . Not including Building and Envelope , athletic fields and court (Alvernia U) , nor water tank and access road (RAWA), nor Cumru Twp. sewer line maintenance

V. Communication

- Zone 1 - Building and Envelope - Facilities/Building Construction Committee, Charlie Jones (Public Works Director), Chair(610-655-6236 ; charles.jones@readingpa.org)
- Zone 2 – a) Wetland Park – Public Works-Utilities , Deb Hoag (610-655-6258; Deborah.hoag@readingpa.org)
b) Riparian Area, outside consent decree - Angelica Environmental Management Committee, David Osgood , Albright College (610- 921- 7726 ; dosgood@alb.edu)
- Zone 3 - Open Areas - Public Works-Operations, Kyle Zeiber (610-655-6027 ; kyle.zeiber@readingpa.org)
- Zone 4 - Athletic Fields and Courts – , Alvernia University, Buildings and Grounds, Douglas F. Smith, VP for Finance and Administration (610) 796-5600, doug.smith@alvernia.edu & Mike Laws (610) 796 8239 ; michael.laws@alvernia.edu
- Zone 5 - RAWA water tower and access road – RAWA, Dean Miller (610-655-6252 ; dean.miller@readingpa.org)
- Zone 6 - Angelica Creek Trail - Cumru Township Public Works, Bob McNichols (610-777-1343 ; roads@cumrutownship.com)
- Zone 7 – Conservation Woodlands and Riparian Areas - Angelica Environmental Management Committee, David Osgood, Albright College (610- 921 - 7726) ; dosgood@alb.edu)

VI. Monitoring/Reporting/Stakeholder Communication

1. Annual Report form – to be determined but to include management actions taken on the management activities outlined in the Angelica Environmental Committee Description. Minutes of Environmental

Management

Committee will be shared with the Angelica Park Executive Committee.

2. ^aMonitoring agenda will include:

- A. *Vegetation Survey* (Continue monitoring of vegetation plots established by AD Marble & Company. Sampling locations and methods are outlined in the 2008 Monitoring Plan by AD Marble & Company. Visual inspection of woody plantings will also be conducted annually)
- B. *Macroinvertebrate Sampling* (Sample 3 distinct riffle habitats once in May/June and once in Sept/Oct within the restoration reach of Angelica Creek. A Surber sampler should be used for consistent area of sampling between years. All taxa will be identified to family and standard indices will be derived - e.g. Hilsenhoff, EPT index)

- C. *Water Table monitoring* (continuous measurements of water table level in wells will be made from one location in each of the two wetlands and at least one location along the riparian zone)
- D. *Trail and Structure condition* (annual visual inspection of trails and structures (inlets/outlets, bridges/boardwalks) for signs of erosion, condition of surface material, and structural wear and tear)
- E. *Riparian Zone condition* (annual visual inspection of riparian zone for excess erosion or sedimentation)
- F. *Invasive Species monitoring* (monitor locations of invasive species control, catalog a subset of control locations for density and patch expansion - where applicable)
- G. *Monitor bird boxes* (visually inspect bird boxes for signs of habitation and catalog use by species)

^aThis monitoring is proposed as a continuation of the monitoring protocol by AD Marble & Company conducted from 2007-2012.

3. Stakeholder Communication will include:

- A. an email list serve for all the stakeholders which will be used to keep everyone informed of activity planned for the site and to facilitate asking questions among the group. The list serve will be maintained through Albright College.
- B. There will be a regular annual meeting between the Environmental Management Committee and all stakeholders of the management zones. This meeting will be held in Feb/March at the Fire Center and will also include a site visit. The primary objective of the meeting will be to establish a work plan for the year, discuss the plan for grant-seeking for the year, and to wrap-up any unfinished business from the previous year. The Chair of the Environmental Management Committee will be responsible for setting and conducting the meeting.

VII. Acknowledgements – Kyle Zeiber, David Osgood, Alicia Sprow, Larry Lloyd, Xavier Riva, Deborah Hoag, Charlie Jones

VIII. Appendices/References

- Aerial photo map
- Management Zones map
- Copy of consent decree with boundaries
- Maintenance Plan, A.D. Marble & Company

BILL NO. ____ - 2013

AN ORDINANCE

**AN ORDINANCE REQUESTING AUTHORIZATION TO TRANSFER FUNDS
WITHIN THE PUBLIC WORKS PUBLIC PROPERTY DIVISION BUDGET
GENERAL FUND.**

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Authorizing the transfer of \$56,363 from the General Fund account code (01-07-74-4101) Light and Power to account code (01-07-74-4216) Contracted Services for the purpose of payment to Susquehanna Municipal Finance for the Honeywell contract.

SECTION 2. This ordinance shall become effective ten (10) days after its adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

Enacted _____, 2013

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

BILL NO. ____-2013

**AN ORDINANCE AMENDING THE 2013 POSITION ORDINANCE
TRANSFERRING TWO POSITIONS FROM THE DEPARTMENT OF
ADMINISTRATIVE SERVICES, CITIZENS SERVICE CENTER DIVISION, TO THE
WASTE WATER TREATMENT DIVISION OF THE DEPARTMENT OF PUBLIC WORKS**

Section 1. IT IS HEREBY ORDAINED by the Council of the City of Reading the 2013 Position Ordinance by amended as follows:

- A. Transferring two Municipal Aide II positions in the Citizens Service Center Division of the Department of Administrative Services to the Waste Water Treatment Division of the Department of Public Works.

Section 2. This ordinance shall become effective ten (10) days after its adoption in accordance with Sections 219 and 221 of the City of Reading Home Rule Charter.

Section 3. Any and all ordinances which are contrary to the amendment are hereby repealed.

Enacted by Council _____, 2013

President of Council

Attest:

City Clerk

(Director of Public Works and Business Analyst)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

BILL # ____-2013

AN ORDINANCE

**AN ORDINANCE REQUESTING AUTHORIZATION TO TRANSFER FUNDS
WITHIN THE 2013 BUDGET OF THE WASTE WATER TREATMENT DIVISION
OF THE DEPARTMENT OF PUBLIC WORKS**

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Authorizing the transfer of \$ Transfer \$33,900.00 from 54-07-44-4525, Minor Capital Equipment, to the following: \$22,200.00 to 54-07-44-4000 Salaries; \$1,700.00 to 54-07-44-4913 Social Security; and \$10,000.00 to 54-07-44-4900 Fringe Benefits

SECTION 2. This ordinance shall become effective ten (10) days after its adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

Enacted _____, 2013

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

TO: Members of City Council

FROM: Christian F. Zale
City Controller

PREPARED BY: Christian F. Zale
City Controller

MEETING DATE: September 23, 2013

AGENDA MEMO DATE: September 11, 2013

RECOMMENDED ACTION: Fund Transfer

BACKGROUND:

The IT Division has a vacant Developer position for which the city has been unable to get qualified candidates on its own for the past year. The city has engaged a local recruiter to aid in the filling of this position. The total cost of the recruiter's agreement is \$21,000, of which \$7,000 has been previously transferred to pay current invoicing. The transferred money is from the vacancy savings of the position and has no additional budgetary impact.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED BY:

City Controller

RECOMMENDED MOTION:

Approve the request.

BILL NO. _____ - 2013

AN ORDINANCE

**AN ORDINANCE REQUESTING AUTHORIZATION TO TRANSFER FUNDS
WITHIN THE INFORMATION TECHNOLOGY BUDGET**

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Authorizing the transfer of \$14,000.00 from the IT Salaries line item (01-06-23-4000) to

the IT Consulting Services line item (01-06-23-4222).

SECTION 2. This ordinance shall become effective ten (10) days after its adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

Enacted _____, 2013

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

BILL NO. ____ - 2013

AN ORDINANCE

AMENDING CHAPTER 308, HOUSING, OF THE CODE OF THE CITY OF READING TO PROVIDE FOR PART 3, ABANDONED REAL PROPERTY REGISTRATION.

WHEREAS the present mortgage foreclosure crisis has serious negative implications for all communities trying to manage the consequences of property vacancies and abandoned real properties; and

WHEREAS the City of Reading (hereinafter referred to as "City") recognizes an increase in the number of vacancies and abandoned properties located throughout the City; and

WHEREAS the City is challenged to identify and locate parties responsible for the maintenance of properties that are in the foreclosure process or that have been foreclosed; and

WHEREAS the City finds that the presence of vacant and abandoned properties can lead to a decline in property value, create attractive nuisances and lead to a general decrease in neighborhood and community aesthetic; and

WHEREAS the City has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and Whereas, the City desires to amend the City's code in order to establish a foreclosed property registration process that will identify a contact person to address safety and aesthetic concerns to minimize the negative impacts and blighting conditions that occur as a result of the foreclosures; and

WHEREAS the City has a vested interest in protecting neighborhoods against decay caused by vacant and abandoned properties and concludes that it is in the best interest of the health, safety, and welfare of its citizens and residents to impose registration requirements on those responsible for abandoned and vacant properties located within the City, now therefore:

THE COUNCIL OF THE CITY OF READING HEREBY
AS FOLLOWS:

ORDAINS

SECTION 1: Chapter 308, Housing, of the Codified Ordinances is hereby amended to provide for Part 3, Abandoned Real Property Registration, as per Exhibit A.

SECTION 2: All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

SECTION 3: If any section, subsection, sentence or clause of this ordinance is held for any reason to be invalid such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4: This Ordinance shall become effective January 1, 2014.

Enacted _____ , 2013

Council President

Attest:

City Clerk

Submitted to Mayor: _____
Date: _____

Received by the Mayor's Office: _____
Date: _____

Approved by Mayor: _____
Date: _____

Vetoed by Mayor: _____
Date: _____

EXHIBIT A

CHAPTER 308, HOUSING

PART 3

ABANDONED REAL PROPERTY REGISTRATION

§308-301. DEFINITIONS.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

ABANDONED REAL PROPERTY - *any real property located in the City, whether vacant or occupied, that is in default on a mortgage, has had a lis pendens filed against it by the Lender holding a mortgage on the property, is subject to an ongoing foreclosure action by the Lender, is subject to an application for a tax deed or pending tax assessors lien sale, or has been transferred to the Lender under a deed in lieu of foreclosure. The designation of a property as "abandoned" shall remain in place until such time as the property is sold or transferred to a new owner, the foreclosure action has been dismissed and any default on the mortgage has been cured.*

ACCESIBLE PROPERTY/ STRUCTURE - *a property that is accessible through a comprised/breached gate, fence, wall, etc. or a structure that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.*

APPLICABLE CODES - *to include, but not be limited to, the City's Codified Ordinances ("City Code") and the Pennsylvania Building Code.*

BLIGHTED PROPERTY – *includes but is not limited to:*

- 1) Properties that have broken or severely damaged windows, doors, walls, or roofs which create hazardous conditions and encourage trespassing; or*
- 2) Properties whose maintenance is not in conformance with the maintenance of other neighboring properties causing a decrease in value of the neighboring properties; or*
- 3) Properties cited for a public nuisance pursuant to the City Code; or*
- 4) Properties that endanger the public's health, safety, or welfare because the properties or improvements thereon are dilapidated, deteriorated, or violate minimum health and safety standards or lacks maintenance as required by the City and Zoning Codes.*

ENFORCEMENT OFFICER - *any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector or building inspector, or other person authorized by the City to enforce the applicable code(s).*

OWNER - *any person, legal entity or other party having any ownership interest whether legal or equitable, in real property. This term shall also apply to any person, legal*

entity or agent responsible for the construction, maintenance or operation of the property involved.

PROPERTY MANAGEMENT COMPANY - a local property manager, property maintenance company or similar entity responsible for the maintenance of abandoned real property.

VACANT- any building or structure that is not legally occupied.

§308-302. ESTABLISHMENT OF A REGISTRY

Pursuant to the provisions of this Part, the City or designee shall establish a registry cataloging each Abandoned Property within the City, containing the information required within.

§308-303. REGISTRATION OF ABANDONED REAL PROPERTY

- (a) Any mortgagee who holds a mortgage on real property located within the City of Reading shall perform an inspection of the property to determine vacancy or occupancy, upon default by the mortgagor. The mortgagee shall, within ten (10) days of the inspection, register the property with the City's Property Maintenance Division on forms or website access provided by the City, and indicate whether the property is vacant or occupied. A separate registration is required for each property, whether it is found to be vacant or occupied.**
- (b) If the property is occupied but remains in default, it shall be inspected by the mortgagee or his designee monthly until (1) the mortgagor or other party remedies the default, or (2) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the mortgagee shall, within ten (10) days of that inspection, update the property registration to a vacancy status on forms provided by the City.**
- (c) Registration pursuant to this section shall contain the name of the mortgagee and the server, the direct mailing address of the mortgagee and the server, a direct contact name and telephone number for both parties, facsimile number and e-mail address for both parties, the folio or tax number, and the name and twenty-four (24) hour contact phone number of the property management company responsible for the security and maintenance of the property.**
- (d) A non-refundable annual registration fee shall be assessed as per the City of Reading Fee Schedule and shall accompany the registration form or website registration.**
- (e) All registration fees must be paid directly from the Mortgagee, Servicer, Trustee, or Owner. Third Party Registration fees are not allowed without the consent of the City and/or its authorized designee.**
- (f) This section shall also apply to properties that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.**

- (g) Properties subject to this section shall remain under the annual registration requirement, and the inspection, security and maintenance standards of this section as long as they remain vacant or in default.*
- (h) Any person or legal entity that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.*
- (i) Failure of the mortgagee and/or owner to properly register or to modify the registration form from time to time to reflect a change of circumstances as required by this Part is a violation of this Part and shall be subject to enforcement.*
- j) Pursuant to any administrative or judicial finding and determination that any property is in violation of this Part, the City may take the necessary action to ensure compliance with and place a lien on the property for the cost of the work performed to benefit the property and bring it into compliance.*

§308-303. MAINTENANCE REQUIREMENTS

All abandoned real properties are subject to the requirements contained within the City's Property Maintenance Ordinance.

§308-304. INSPECTIONS FOR VIOLATIONS

Adherence to this article does not relieve any person, legal entity or agent from any other obligations set forth in any applicable code(s), which may apply to the property. Upon sale or transfer of title to the property, the owner shall be responsible for all violations of the applicable code(s) and the owner shall be responsible for meeting with the City's Property Maintenance Division for a Health and Safety Inspection.

§308-305. PENALTIES; SCHEDULE OF CIVIL PENALTIES.

Any person who shall violate the provisions of this article may be cited and fined as provided in the City of Reading Code Chapter 212 Fee Schedule.

**BILL NO. _____-2013
AN ORDINANCE**

**LEVYING THE REAL ESTATE TAXES FOR THE FISCAL YEAR BEGINNING THE
FIRST DAY OF JANUARY, 2014, AND ENDING THE THIRTY-FIRST DAY OF
DECEMBER, 2014.**

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. A tax of fifteen and six hundred eighty-nine thousandths mills (.015689) on the dollar, or fifteen dollars and sixty-eight point nine cents (\$15.689) on each one thousand dollars is hereby levied and assessed for the fiscal year beginning the first day of January, 2014, and ending the thirty-first day of December, 2014, on all real property in the City of Reading taxable for County purposes.

SECTION 2. All ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance.

SECTION 3. This Ordinance shall be effective January 1, 2014, said date being the beginning of the fiscal year of the City of Reading.

Enacted _____, 2013

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

**BILL NO. ____-2013
AN ORDINANCE**

**LEVYING THE REAL ESTATE TAXES FOR THE FISCAL YEAR BEGINNING THE
FIRST DAY OF JANUARY, 2014, AND ENDING THE THIRTY-FIRST DAY OF
DECEMBER, 2014.**

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. A tax of twenty-two and nine hundred ninety-five thousandths mills (0.022995) on the dollar, or twenty dollars and ninety-nine point five cents (\$22.995) on each one thousand dollars is hereby levied and assessed on land, and a tax of twelve and five hundred fifty-nine thousandths mills (0.012559) on the dollar, or twelve dollars and fifty-five point nine cents (\$12.559) on each one thousand dollars is hereby levied and assessed on improvements to land, for the fiscal year beginning the first day of January, 2014, and ending the thirty-first day of December, 2014, on all real property in the City of Reading taxable for County purposes.

SECTION 2. All ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance.

SECTION 3. This Ordinance shall be effective January 1, 2014, said date being the beginning of the fiscal year of the City of Reading.

Enacted _____, 2013

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

ORDINANCE _____ - 2013

**AN ORDINANCE OF THE CITY OF READING AMENDING THE CODE OF ORDINANCES
BY AMENDING CHAPTER 576 – VEHICLES AND TRAFFIC, PART 12 PARADES,
SPECIAL EVENTS, AND PUBLIC GATHERINGS**

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Code of Ordinances of the City of Reading Chapter 576 – Vehicles and Traffic, Part 12 Parades, Special Events, and Public Gatherings is hereby amended as attached in Exhibit A.

SECTION 2: All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

SECTION 3: If any section, subsection, sentence or clause of this ordinance is held for any reason to be invalid such decision shall not affect the validity of the remaining portions of the Ordinance.

Section 4: This Ordinance shall become effective in ten (10) days in accordance with Charter Section 219 after passage.

Enacted _____, 2013

Council President

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

PART 12

PARADES, SPECIAL EVENTS, AND PUBLIC GATHERINGS

§576-1201. Short Title.

This Part shall be known and cited as the "Parade and Special Events" Ordinance of the City of Reading, Pennsylvania."

§576-1202. Definitions.

APPLICANT - a person who has filed a written application for a Special Event or Community Event Site Reservation Permit and who assumes responsibility for all duties and responsibilities, including payment, under this ordinance.

BLOCK PARTY – *a large public party in which many members of a single neighborhood congregate, either to observe an event of some importance or simply for mutual enjoyment.*

CHIEF OF POLICE - the Chief of Police of the City of Reading, Pennsylvania

CITY - the City of Reading, Pennsylvania

COMMUNITY EVENT SITE RESERVATION - ~~means~~ a temporary event, gathering, or organized activity on any City street, public property, or in any City ~~park~~, building, or other facility, when use of a site is desired by a community or group of citizens but no disruption of other citizen's passage occurs and no use of City services is needed. *A Community Event Site Reservation does not apply to the use of City pavilions, parks or recreation facilities.*

Neighborhood groups requesting block parties may request the use of City barricades for a fee. *A Community Event Site Reservation Permit must be filed within 30 days prior of to the planned event.*

Examples of *Community Event* Site Reservation activities are small gatherings of persons distributing information and/or literature on advocacy, political, religious or other topics while exercising the rights of free speech and peaceful assembly.

COMMUNITY EVENT SITE RESERVATION PERMIT – *a document expressing the written and signed authorization to hold a Community Event Site Reservation. This document by shall be based upon an application and issued by the City of Reading Police Department.*

EVENT – a Special Event and Community Event Site Reservation.

PARADE - any parade, march or procession of any kind in or upon any street or public park within the City.

PERSON - any person, firm, partnership, association, corporation, company or organization of any kind.

RECREATION FACILITY/SITE RESERVATION – *a temporary event, gathering or organized activity at a City park, pavilion or recreational facility.*

RECREATION FACILITY/SITE RESERVATION PERMIT – *a document expressing the written and signed authorization to hold a Recreation Facility/Site Reservation. This document shall be based upon an application and issued by the Reading Recreation Commission.*

SIDEWALK - that portion of a street between the curb lines or lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians.

SPECIAL EVENT - ~~means~~ a temporary event, gathering, or organized activity on any City street, public property, or private property, or in any City park, building, or other facility, ~~when an organized activity is conducted~~ involving one (1) or more of the following factors:

1. Closing of a public street, sidewalk, or alleyway;
2. Blocking or restricting public property;
3. Blocking or restricting access to private property of others;
4. Use of pyrotechnics or special effects;
5. Use of open flame, explosions, or other potentially dangerous displays or actions;
6. Use or display of animals, aircraft, or watercraft only when such use or display could create a disturbance or affect the public safety of persons attending or in the immediate area of the event;
7. Sale or service of merchandise, food, or non-alcoholic and alcoholic beverages on public and private property where otherwise prohibited by Ordinance;

8. Installation of a stage, band shell, vehicle(s) of any kind, trailer, van, portable building, booth, grandstand, or bleachers on public property; or on private property where otherwise prohibited by Ordinance;
9. Placement of portable toilets on public property; or on private property where otherwise prohibited by Ordinance;
10. Placement of “No Parking” signs or barricades in a public right-of-way;
11. Amplification of music, voices, sounds, or activities in excess of the City of Reading Noise Ordinance;
12. The Public Works, Fire or Police Departments reasonably determine that the event will result in substantial impact on City resources, facilities, or public safety services in response thereto;
13. Examples of Special Events include but are not limited to: concerts, dances, assemblages, processions, parades, circuses, amusement rides, fairs, festivals, ~~block parties~~, community events, marathons and other running events, bicycle races and tours, ~~golf tournaments~~, car races, boat races, and other organized activity conducted for the purpose of fundraising for profit, non-profit fundraising, community promotion, or charity.
14. The Police Department Traffic Unit shall determine if a Special Event Permit is required.

SPECIAL EVENT PERMIT – *A document expressing the written, and signed authorization to hold a Special Event issued by the City of Reading Police Department and approved by City of Reading’s Risk and Safety Coordinator, the City Solicitor, the Manager of Property Maintenance, the Public Works Director, and the Fire and Police Chief. This document shall be based upon an application and issued by the City of Reading Police Department.*

SPECIAL EVENT VENUE - that area for which a Special Event Permit has been issued.

STREET - the entire width between the boundary lines of every publicly maintained right-of-way when any part thereof is open to use by the public for the purpose of vehicular traffic.

VENDOR – a person or entity that promotes or exchanges goods or services for money.

§576-1203. Permit Required.

1. Except as provided in this Ordinance, no person or entity shall conduct, facilitate, promote, manage, aid, or solicit attendance at a Special Event, ~~or~~ Community Event Site Reservation activity *or Recreation Facility/Site Reservation activity* until an applicable permit has been issued by the City of Reading *or the Reading Recreation Commission*.

2. **Exceptions.** This part shall not apply to:

A. Funeral processions by a licensed mortuary;

B. House moving and construction activities;

C. Activities of a governmental agency *or the Reading Recreation Commission* acting within the scope of its authority and functions;

D. Lawful exercise of free speech and right to assemble on sidewalks or other public property where such demonstration does not impede the passage of others and all laws, ordinances, and regulations are obeyed;

E. Students traveling to and from classes or participating in school district sanctioned educational activities provided such conduct is under the immediate direction and supervision of the proper school authorities.

§576-1204. Application (Fees).

An individual requiring a Special Event Permit or a Community Event Site Reservation Permit shall pick up and submit a completed application for the event online or at the City's Police Department Traffic Office. *An individual requiring a Recreation Facility/Site Reservation Permit shall pick up and submit a completed application for the event online or at the Reading Recreation Commission.* The application shall be signed by the applicant. *The application will serve as a contract between the applicant and the City of Reading or the applicant and the Reading Recreation Commission as applicable.*

~~Each Applicant requesting a Special Event Permit shall be required to pay a processing fee and a security deposit fee, neither of which will be waived. A copy of the receipt from the City's Treasury Office must accompany the application through the approval process in order for the permit to be issued. Such applicant may also be required to pay an additional fee for City services or facilities as described in §15-1205 below.~~

A. Filing Period.

1. A Special Event Permit application shall be submitted to the City at least ~~sixty (60)~~ *ninety (90)* days (~~two (2)~~ *three (3)* months) but no more than one hundred eighty (180) days (six (6) months) prior to the date proposed for the Special Event.
 2. A Community Event Site Reservation Permit application is ~~free of charge and without need for a security deposit, except for a fee for Block Parties and the use of city barricades at block parties,~~ and shall be filed ~~within~~ *thirty (30)* days ~~prior to~~ *of* the planned event.
 3. A Recreation Facility/Site Reservation Permit application shall be filed *thirty (30) days prior to the planned event.*
- B. **Late Applications.** The Mayor or Chief of Police, where good cause is shown, may, but is not required to consider an application filed less than the applicable time frame only if all requirements for the permit can be met.
- C. **Special Event Permit Application Contents.** The application for a Special Event Permit shall set forth the following information:
1. The name, address and daytime telephone number, fax, cell phone number, and email address of the person seeking to conduct such event.
 2. If the event is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and ~~of the~~ *those who are* authorized and responsible ~~heads of~~ *for* such organization.
 3. The name, address and telephone number of the person who will be the event chairman and who will be responsible for its conduct.
 4. The location of the event.
 5. The purpose of the event.
 6. The date, days, and times when the event is to be conducted.
 7. The setup, tear-down, and cleanup dates and times.
 8. The route to be traveled, the starting point and the termination point for parades.

9. The approximate number of persons who will be attending the Special Event and the approximate number of persons who will participate in the event as volunteers or workers.

Note: The PA Department of Health requires an ambulance on standby at the event for all events expecting 5,000 or more people.

10. The hours when such event will start and terminate.

11. ~~A statement as to whether the event will occupy all or only a portion of the width of the streets proposed.~~ *Maps detailing proposed site locations and/or routes along with written descriptions of the following:*

- a. Amplification Devices: Types used and for what purposes.*
- b. Electrical Requirements: Voltage, amperage, and apparatus associated with electrical needs for activities, vendors, etc.*
- c. Emergency Medical Stations: First aid or emergency medical services based on Special Event risk factors, as determined by the ~~City Manager~~ City Managing Director or designee.*
- d. Equipment: Types of equipment used to service Special Event and/or to be showcased in the event.*
- e. Fire Lanes: Contingency plan for access by fire-fighting and emergency medical vehicles, equipment, and personnel.*
- f. Fireworks or Pyrotechnic Displays: Amount, type, and fire safety plans, including proof of application for state permit. All pyrotechnic/fireworks/flame display plans must be reviewed by the Fire Marshal's office and a member of the Fire Marshal's staff must be present at the time of the display.*
- g. Litter Control: Number, size, and location of trash receptacles, as well as trash removal and disposal.*

- h. Parade, Race, Other Similar Activities: Show start and finish locations for marathons, "fun-runs," "walk-a-thons," trail rides, cycle and motorbike tours, watercraft events, scavenger hunts, etc.*
- i. Portable Toilets: The number of portable sanitation facilities based on the Portable Sanitation Association International (PSAI) policy, City policies, and City codes, including quantity that will be in compliance with the Americans with Disability (ADA) Act.*
- j. Signage: Type of proposed on-site and off-site signage, including quantity, dimensions, and materials.*
- k. Street Closures and Detours: A statement as to whether the Special Event will occupy all or only a portion of the width of the streets, sidewalks, or other public rights-of-way proposed for pedestrian and vehicular traffic control.*
- l. Structures: All temporary structures, including but not limited to booths, buildings, stages, bleachers, fences, tents, awnings, and canopies. If any temporary structure is equal to or larger than two hundred (200) square feet in diameter, a certificate confirming the use of flame-retardant material shall be provided by applicant.*
 - ~~(1) If any temporary structure is equal to or larger than two hundred (200) square feet in diameter, a certificate confirming the use of flame-retardant material shall be provided by Applicant.~~*
- m. Vendors: List each vendor, including products and services offered. The merchandise, products and services offered cannot be in violation of the duly enacted City of Reading Codified Ordinances and cannot include items that are "adult" related and can only be sold to persons over 21 years of age. All vendors must also provide a valid tax ID number, as required by Pennsylvania law, a valid City of Reading Business License, a copy of a current City or State issued health permit and a food handler certificate.*

- n. *Vehicles: Types of vehicles used to support services to the Special Event and/or to be showcased in the event along with the approximate number of and description of any vehicles which will participate in the Special Event.*
- o. *A plan to accommodate the anticipated parking requirements for those participating or attending the event.*

~~12. The location by streets of any assembly areas for such Event.~~ *Alcoholic Beverages:*

- a. *Conditions and restrictions on the use of alcoholic beverages.*
- b. *Submit a list of all vendors who will be providing alcohol, along with copies of their TABC certificates.*

Note: Alcoholic Beverages are prohibited in all City parks, playgrounds and facilities except as specifically authorized by the City and in compliance with the Pennsylvania Liquor Control Board (PLCB).

~~13. Maps detailing proposed site locations and/or routes along with written descriptions of the following:~~

- p. ~~Amplification Devices: Types used and for what purposes.~~
- q. ~~Electrical Requirements: Voltage, amperage, and apparatus associated with electrical needs for activities, vendors, etc.~~
- r. ~~Emergency Medical Stations: First aid or emergency medical services based on Special Event risk factors, as determined by the City Manager or City Manager's designee.~~
- s. ~~Equipment: Types of equipment used to service Special Event and/or to be showcased in the eEvent.~~
- t. ~~Fire Lanes: Contingency plan for access by fire fighting and emergency medical vehicles, equipment, and personnel.~~

- u. ~~Fireworks or Pyrotechnic Displays: Amount, type, and fire safety plans, including proof of application for state permit. All pyrotechnic/fireworks/flame display plans must be reviewed by the Fire Marshal's office and a member of the Fire Marshal's staff must be present at the time of the display.~~
- v. ~~Litter Control: Number, size, and location of trash receptacles, as well as trash removal and disposal.~~
- w. ~~Parade, Race, Other Similar Activities: Including but not limited to marathons, "fun runs," "walk-a-thons," trail rides, cycle and motorbike tours, watercraft events, scavenger hunts, etc. Show start and finish locations.~~
- x. ~~Portable Toilets: The number of portable sanitation facilities based on the Portable Sanitation Association International (PSAI) policy, City policies, and City codes, including quantity that will be ADA accessible.~~
- y. ~~Signage: Type of proposed on-site and off-site signage, including quantity, dimensions, and materials.~~
- z. ~~Street Closures and Detours: A statement as to whether the Special Event will occupy all or only a portion of the width of the Sstreets, Ssidewalks, or other public rights of way proposed for pedestrian and vehicular traffic control.~~
- aa. ~~Structures: All temporary structures, including but not limited to booths, buildings, stages, bleachers, fences, tents, awnings, and canopies. If any temporary structure is equal to or larger than two hundred (200) square feet in diameter, a certificate confirming the use of flame-retardant material shall be provided by Applicant.~~

~~If any temporary structure is equal to or larger than two hundred (200) square feet in diameter, a certificate confirming the use of flame-retardant material shall be provided by Applicant.~~

~~bb. Vendors: List each vendor, including products and services offered. The merchandise, products and services offered cannot be in violation of the duly enacted City of Reading Codified Ordinances and cannot include items that are "adult" related and can only be sold to persons over 21 years of age. All Vendors must also provide a valid tax ID number, as required by Pennsylvania law, and a valid City of Reading bBusiness License, a copy of a current City or State issued health permit and a food handler certificate.~~

~~cc. Vehicles: Types of vehicles used to support services to the Special Event and/or to be showcased in the event. Admission Fees: The cost of admission, if any, and whether the event is a public or private event.~~

~~14. Admission Fees: The cost of admission, if any, and whether the Event is a public or private event. Animals: The approximate number and description of the types of animals anticipated to be part of the Special Event, if any. Refer to the Animal Control Ordinance for requirements for proper control and handling of animals and animal waste during Special Events.~~

Event applications including the use of animals will be reviewed by the Animal Control Agency.

~~15. Alcoholic Beverages:~~

- ~~a. Conditions and restrictions on the use of alcoholic beverages.~~
- ~~b. Submit a list of all vendors who will be providing alcohol, along with copies of their TABC certificates.~~

~~Note: Alcoholic Beverages are prohibited in all City parks, playgrounds and facilities except as specifically authorized by the city and in compliance with the PLCB. Insurance: Proof of comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000.00), naming the City of Reading and other affected entities as additional insured as explained in §15-1220.~~

~~16. Animals: The approximate number and description of the types of animals anticipated to be part of the Special Event, if any. Refer to the Animal Control Ordinance for requirements for proper control and handling of animals and animal waste during Special Events.~~

~~Special Events applications including the use of animals will be reviewed by the Animal Control Agency. Water/Wastewater: If applicable, a plan for the disposal of waste water, including capture and containment, as approved by the Public Works Department. All water generated must be disposed of through an approved sanitary sewage system that is constructed, maintained, and operated according to law.~~

~~17. Insurance: Proof of comprehensive general liability insurance in the amount of one million dollars (\$1,000,000.00), naming the City of Reading as additional insured. Also, include additional affected entities, i.e., BEDC. Miscellaneous: Any additional information which the Chief of Police shall find reasonably necessary to a fair determination as to whether a permit should be issued.~~

~~18. Miscellaneous: Any special or unusual requirements that may be imposed or created by virtue of the nature or operation of the proposed Special Event activity, as well as any other information required by the Police Traffic Office.~~

~~19. Water/Wastewater: If applicable, a plan for the disposal of waste water, including capture and containment, which plan shall be approved by the Public Works Department. All water generated must be disposed of through an approved sanitary sewage system that is constructed, maintained, and operated according to law.~~

~~20. Liability insurance covering the City for any claim or claims by any persons or entities arising out of the conducting of said parades or special events shall be required as a condition to granting the applications with respect to those parades or special events which considering the nature thereof, and the activities involved, in the discretion of Chief of Police, on the recommendation of the Safety and Risk Manager of the City, require insurance in such amounts as the Chief of Police shall determine on the advice of the Safety and Risk Manager of the City.~~

~~21. Any additional information which the Chief of Police shall find reasonably necessary to a fair determination as to whether a permit should be issued.~~

D. Community Event Site Reservation Application Contents. The application for a Community Event Site Reservation shall set forth the following information:

- ~~1. Location of the Event. Name of applicant~~
- ~~2. Purpose of the Event. Contact information of applicant~~
- ~~3. Date of the Event Organization name where applicable~~
- ~~4. Number of persons expected for the Event. Organization contact information where applicable~~
- 5. Location of the event.**

6. **Purpose of the event.**
7. **Date of the event**
8. **Number of persons expected for the event.**
9. *Acknowledgement that the applicant accepts the proposed site in as-is condition at the time of the event.*

E. Recreation Facility/Site Reservation Application Contents. The application for a Recreation Facility/Site Reservation shall set forth the following information:

1. *Name of applicant*
2. *Contact information for applicant*
3. *Facility requested*
4. *Purpose of the event*
5. *Date of the event*
6. *Number of persons expected for the event*
7. *Acknowledgement that the applicant is responsible for cleanup*

§576-1205. Fees, Time Limit, and Cost of Event

Fees. All ~~application~~ *permit* fees are due and payable at the time of filing of the application. A copy of the receipt from the City's Treasury Office must accompany the application through the approval process in order for the permit to be issued.

1. Special Event Permit:

~~With proof of non-profit status (i.e., document of incorporation or 501 (c) status): One Hundred Dollars (\$100.00). Each applicant requesting a Special Event Permit shall be required to pay a processing fee and a security deposit fee, neither of which will be waived. Such applicant may also be required to pay an additional fee for City services or facilities as described in §576-1205 below.~~

a. *All fees required for a Special Event Permit shall be adopted by City Council and contained within the City of Reading Fee Schedule.*

~~b. All others: Three Hundred Dollars (\$300.00) If the event is canceled or not held after the permit has been issued by the City, the processing fee will be refunded, minus a \$50 administrative processing fee and other costs incurred by the City.~~

~~c. If the event is canceled or not held after the permit has been issued by the City, the processing fee will be refunded, minus a \$50 administrative processing fee. Security Deposit:~~

- 1. All security deposit fees required under this part shall be adopted by City Council and contained within the City of Reading Fee Schedule.*
- 2. The security deposit must be paid with a separate check so that it can be placed in escrow for easy return, if applicable.*
- 3. The full security deposit will be refunded if the location of the Special Event is clean and free of litter and damage and City services costs are paid. The refund of the security deposit will be prorated based upon the condition of the premises at the conclusion of the event as determined by the City's Police Department Traffic Office or its designee.*
- 4. The fee amount does not include any additional fees charged by various City Departments for the use of City facilities or City services.*
- 5. Additional fees that arise during the event will be billed to the applicant and will be due within thirty (30) days after mailing of the invoice.*

d. Security Deposit:

- ~~1. A Five Hundred Dollars (\$500.00) security deposit will be required at the time of filing of the application.~~
- ~~2. The security deposit must be paid with a separate check so that it can be placed in escrow for easy return, if applicable.~~
- ~~3. The full security deposit will be refunded if the location of the Special Event is clean and free of litter and damage and City services costs are paid. The refund of the security deposit will be prorated based upon the condition of the premises at the conclusion of the event as determined by the City's Police Department Traffic Office or its designee.~~
- ~~4. The fee amount listed above does not include any additional fees charged by various City Departments for the use of City facilities or City services.~~
- ~~5. Additional fees that arise during the event will be billed to the applicant and will be due within thirty (30) days after mailing of the invoice.~~

2. *Community Event Site Reservation:* The Community Event Site Reservation is free of charge except block parties requiring City barricades. ~~will be assessed a Fifty Dollar (\$50.00) fee. Such fee for barricades will be adopted by City Council and contained within the City of Reading Fee Schedule.~~ No security deposit will be required.

3. *Use of City Personnel Resources for Event: Recreation Facility/Site Reservation:*

~~a. Fire and EMS, Police, and Public Works will determine the number of and duration of personnel needed to provide services for the event based on the nature, the location, and the number of expected attendees. Extra employees will often have to be scheduled as to not significantly interfere with regular city operations.~~

~~b. Costs for needed services shall be paid according to the current City hourly rate for the personnel involved in the event and in adherence to conditions set forth in bargaining agreements, such as the minimum number of hours to be paid for such employee service. The overtime rate for employees will most likely be applicable.~~

~~c. Cost estimates will be provided to the Applicant at least thirty (30) days prior to the event. Payment for estimated city services are due in full fourteen (14) days prior to the event.~~

~~d. Any complaints concerning the amount and cost of personnel needed to provide a clean and safe event will be heard and decided by the Director of Finance or the City Managing Director.~~

All fees required for a Recreation Facility/Site Reservation shall be adopted by City Council and contained within the City of Reading Fee Schedule.

4. *Use of City Personnel Resources for Event:*

a. Fire and EMS, Police, and Public Works will determine the number of and duration of personnel needed to provide services for the event based on the nature, the location, and the number of expected attendees. Extra employees will often have to be scheduled as to not significantly interfere with regular city operations.

b. Costs for needed services shall be paid according to the current City hourly rate for the personnel involved in the event and in adherence to conditions set

forth in bargaining agreements, such as the minimum number of hours to be paid for such employee service. The overtime rate for employees will most likely be applicable.

c. Cost estimates will be provided to the Applicant at least thirty (30) days prior to the event. Payment for estimated City services are due in full fourteen (14) days prior to the event.

d Any complaints concerning the amount and cost of personnel needed to provide a clean and safe event will be heard and decided by the City Managing Director or designee.

§576-1206. Changes to the Application.

Any proposed changes to the application prior to the date of the event must be approved by the City's Police Department *or the Reading Recreation Commission, as applicable*, with possible consultation with Public Works, Manager of Property Maintenance, Fire, Risk and Safety and the City Solicitor.

~~§576-1207. Date of Special Event or Community Event Site Reservation Will Not Be Confirmed Until A Permit Issued.~~

Notwithstanding the ~~City's Police Traffic Unit's~~ acceptance of a completed application, no date for ~~an Special or Community~~ event shall be considered confirmed until an applicant has fully complied with all necessary requirements and the ~~Special Event Permit or the Community Event Site Registration Permit~~ has been approved and issued by the City of Reading. If an application for ~~an Special or Community~~ event ~~Site Reservation~~ has been submitted for a specific date but is waiting for approval, no other application can be accepted for that same date and location until a decision on the first ~~Special Event or Community Event Site Reservation~~ application has been made.

Certain annual Special Events have a "standing tentative reserved date," such as the Holiday Parade and the Labor Day Parade. These dates will be honored providing the applicant submits the Special Event Permit application in accordance with this Ordinance.

To avoid double-booking a City facility, the person responsible for City facilities should be notified immediately of the proposed date and event so that the venue can be tentatively reserved for said date.

~~§576-1208. Conditions for Issuance of a Special Event Permit or Community Event Site Reservation or Recreation Facility Site Reservation Permit, where applicable.~~

The City's Police Traffic Office *or the Reading Recreation Commission* may issue a ~~Special Event Permit or Community Event Site Reservation Permit~~, where applicable, when:

1. An application is successfully completed and filed in accordance with this ordinance; and
2. All of the following conditions are satisfied:
 - a. The event will not substantially interrupt the safe and orderly movement of vehicular and pedestrian traffic.
 - b. The event will not require the diversion of police officers, fire department personnel or other department employees so as to significantly impact the City department's ability to respond appropriately to regular City duty throughout the remainder of the community.
 - c. The concentration of persons, animals, vehicles, or things at the staging and disbanding areas, as well as along the event or street activity route, will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets.
 - d. The event is not being conducted for an unlawful purpose, nor will it violate any ordinance of the City or any other applicable law.
 - e. The event will not substantially interfere with any other event for which an event permit has already been issued; nor shall it substantially interfere with the provision of City services in support of other scheduled events or unscheduled government functions.
 - f. The event will not have any unmitigated adverse impact upon residential or business access and traffic circulation in the same general venue.
 - g. All sponsor(s), participants, and attendees at events are subject to all laws, ordinances, and regulations not specifically exempted by the Special Event permit or the Community Event Site Reservation Permit, including but not limited to noise volume, disorderly conduct, and intoxication. Police, fire and code officers may order the shutdown of a *Special Event*, ~~or a Community Event Site Reservation~~ *or a Recreation Facility/Site Reservation* that becomes disorderly or hazardous.

§576-1209. Denial or Revocation of a ~~Special Event Permit or Community Event Site Reservation Permit~~

The City's Police Department Traffic Office, in consultation with the City Mayor or Managing Director *or the Reading Recreation Commission* may deny or revoke ~~an Special Event or Community Event Site Registration~~ application or subsequent Permits if the applicant fails to satisfy or violates any of the requirements set forth in this ordinance; or

1. The applicant has made or permitted the making of a false or misleading statement or omission of material fact on the ~~Special Event~~ Permit application; or
2. The applicant has violated this Ordinance or has had a ~~Special Event~~ Permit revoked within the preceding twelve (12) months; *or*
3. The applicant violates or has violated within the past twelve (12) months another City Ordinance or State law; *or*
4. The City's Police Department Traffic Office *or the Reading Recreation Commission* believes that persons or property are at risk as a result of the activities or conduct of persons at the event; *or*
5. *The applicant has violated any terms or conditions of the permit as issued.*

§576-1210. Notice of Decision

If the application is rejected, ~~the Police Department Traffic Office~~ *notice* shall *be* provided by facsimile transmission, e-mail, telephone, and/or U.S. mail directed to the applicant within ten (10) business days after the date upon which the application was filed, a notice of its action, stating the facts and conclusions, which are the basis for the denial of the Permit. If the Permit is revoked, ~~the City's Police Department Traffic Office~~ *notice* shall similarly provide to the applicant a reason for its action within ten (10) business days after the event.

§576-1211. Street Activity and Route Restrictions

The City's Police Department and/or City Managing Director may alter the time restrictions stated herein upon review of the ~~Special~~ event's location, time, type, safety concerns, the City's capabilities, and proximity to residential properties. ~~Special~~ Events shall comply with the following restrictions:

1. ~~Special~~ Events held on public property within the City limits or on a publicly maintained right-of-way may begin staging (setting up) at 6:00 a.m. and shall disband (shut down) at 10:00 p.m. Cleanup must be completed by midnight.
2. ~~Special~~ Events held primarily in a residential area may begin staging (setting up) at 10:00 a.m. and shall disband (shut down) by 8:00 p.m. Cleanup must be completed by 10:00 p.m.
3. *For* ~~Special~~ events held primarily in a residential area and requiring street closures, the appropriate safety/security measures must be approved by the Chief of Police and/or the Managing Director for the duration of the ~~Special~~ event and at the expense of the Applicant.
4. Noise levels for such ~~Special~~ events shall not exceed maximum permissible sound levels in accordance with *the* City's Noise Ordinance. This includes but is not limited to air horns and other horn blowing apparatus, whistles, and amplified music, speech, and other sounds.
5. Throwing any items, including but not limited to candy, gum, food, beads, confetti, balloons, and toys, from any and all kinds of moving vehicles, equipment, trailers, bicycles, motorcycles, animals, etc. during ~~Special~~ event parades is strictly prohibited. However, such items may be handed to individuals curbside.
6. Only licensed drivers may operate motorized vehicles and equipment during parades. This includes but is not limited to automobiles, tractors, trucks of all makes, all-terrain vehicles (ATV), and go-carts.
7. The merchandise, products and services offered cannot be in violation of the duly enacted City of Reading Codified Ordinances and cannot include items that are "adult" related and can only be sold to persons over 21 years of age.

§576-1212. Temporary Signs for ~~Special~~ Events

It is unlawful for any person to place, post, paint, erect, display, secure, or maintain any sign, banner, lighting, or advertising without the prior written approval of the Public Works Department. In case of conflict with the City's sign regulations in the Code of Ordinances, the City's sign Ordinance shall control.

All ~~Special~~ event signs, banners, flyers, or advertisements of any kind shall be contained within the boundaries of the event location and shall be removed within twenty-four (24) hours of the completion of the ~~Special~~ event. An ~~Special~~ event sign not removed in compliance with this section may be removed by the City at the expense of the applicant to include costs incurred by the City for removal of same. If an ~~Special~~ event sign, banner, flyer, or advertisement becomes a hazard to the public's safety or welfare due to inclement weather, inadequate maintenance, accidental damage, or other cause, the City shall remove the sign immediately at the sole cost of the applicant. After removal by the City, the City may store, dispose, destroy, or otherwise handle the sign as it deems appropriate and shall have no liability to the applicant or sign owner related to same. All banners not picked up by the applicant or designee within one (1) week after completion of said ~~Special~~ event, may be disposed, destroyed, or otherwise handled as deemed appropriate with no liability on the part of the City.

§576-1213. Appeal Procedure.

Any person aggrieved by the action of the Chief of Police this ordinance shall have the right to have the action of the Chief of Police reviewed by the Mayor of the City upon written request to the Mayor delivered by registered mail at to the Mayor's Office or to the Reading Recreation Commission, as applicable. The Mayor shall thereupon review the action of the Chief of Police and the reasons for his action and notify the aggrieved party by mail within 10 days of the receipt of the appeal of his action thereon.

Where a late application has been denied by the Chief of Police, the action of the Chief of Police may be reviewed by the Mayor, upon receipt of a written request for review by the aggrieved party. Failure to issue a permit within 3 days of the receipt of the appeal shall be deemed notice of dismissal of the appeal.

§576-1214. Alternative Permit.

The Chief of Police in denying an application for an ~~Special~~ event permit or ~~Community Event Site Reservation Permit~~ shall be empowered to authorize the conduct of the event on a date, at a time, or over a route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within 5 days after notice of the action of the Chief of Police, file a written notice of acceptance with the Chief of Police. An alternate event

permit shall conform to the requirements of, and shall have the effect of a event permit under this Part.

§576-1215. Notice to City and Other Officials.

Immediately upon the issuance of a ~~parade~~ *Special Event or Community Site Reservation Permit*, the Chief of Police shall send a copy thereof to the following:

- A. The Mayor.
- B. The City Solicitor.
- C. The Fire Chief.
- D. *The Director of Public Works*

§576-1216. Duties of Permittee.

A permittee hereunder shall comply with all permit directions and conditions and with applicable laws and ordinances.

Possession of Permit. The applicant or other person heading or leading such activity shall carry the event permit upon his person during the conduct of the event.

§576-1217. Public Conduct During Event.

Interference. No person shall unreasonably hamper, obstruct or impede or interfere with any event or with any person, vehicle or animal participating or used in an event.

Driving Through Events. No driver of any vehicle shall drive between the vehicles or persons comprising ~~an Special~~ event when such vehicles or persons are in motion and are conspicuously designated as ~~an Special~~ event.

Parking on Special Event Routes. The Chief of Police, Police Traffic Supervisor, City Managing Director or designated representative shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of ~~an Special~~ event.

§576-1218. Inspections

Amusement rides and/or attractions associated with Special Events shall conform to statutory rules and regulations set forth in the Commonwealth of Pennsylvania. Copies of inspection or approval reports shall be required prior to use in the City limits and verified by authorized City personnel. Amusement rides in enclosed areas greater than one thousand (1,000) square

feet are required to be “fire-sprinkler-ready” with an external Fire Department Connection (FDC) and be inspected by the Fire Marshal’s office.

All temporary structures, including but not limited to booths, buildings, stages, bleachers, fences, tents, awnings, and canopies. If any temporary structure is equal to or larger than two hundred (200) square feet in diameter, a certificate confirming the use of flame-retardant material shall be provided by applicant and shall be inspected by the Fire Marshal’s office.

Special electrical and water/wastewater needs must be inspected prior to the event.

§576-1219. Animal Waste

Refer to the Animal Control Ordinance for requirements related to ~~Special~~ event activities involving animals. Applicants are responsible for properly controlling and handling all animals and animal waste.

§576-1220. Insurance Required to Conduct a Special Event or a Recreation Facility/Site Reservation Event involving City Gymnasium Rentals

An applicant for a Special Event must provide *a certificate of insurance showing* proof of comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000.00) ~~to protect the City against loss from liability imposed by law for damages on account of bodily injury and/or property damage arising from any aspect of the Special Event.~~ Such insurance shall name the City of Reading, its officers, employees, agents, and, if required, any other public entity involved in the ~~Special~~ event, as additional insured on a separate endorsement maintained for the duration of the ~~Special~~ event. Notice of limitation, reduction, or cancellation of insurance coverage shall be provided immediately to the City of Reading by the carrier and the applicant.

The insurance required shall encompass all liability insurance requirements imposed for other permits required under other sections of this Ordinance and is to be provided for the benefit of the City and not as a duty, expressed or implied, to provide insurance protection for spectators or participants.

A certificate of insurance ~~The insurance required~~ must be submitted to the Police Traffic Office no later than two (2) weeks prior to the event. ~~Before this time, a letter of intent to insure from the Event’s insurance agency must be on file with the application that states the City of Reading will be additionally insured.~~ Failure to provide the insurance or the letter of intent for insurance could result in the denial/revocation of the ~~Special Event~~ Permit.

§576-1221. Indemnification

The applicant for a ~~Special Event~~ permit shall *acknowledge that he or she will* indemnify and hold harmless the City, its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of the ~~Special~~ event.

§576-1222. Conditions for Premises After the ~~Special~~ Event

The applicant is required to bring the premises back to the same or better condition; and failure to comply, will result in no future events to be held by the applicant or organization *and loss of security deposit.*

§576-1223. ~~Revocation of Permit.~~ Penalties.

~~The Chief of Police shall have the authority to revoke a special event permit issued hereunder upon violation of the standards for issuance as herein set forth.~~

1. *It shall be unlawful for any person to stage, present, or conduct or attempting to stage, present or conduct an event without first having obtained a permit therefore as herein provided or who shall otherwise violate any of the provisions of this Part.*
2. *A person commits a summary offense if he/she:*
 - A. *Knowingly commences or holds an event without an event permit or with a permit that has expired or has been revoked; or*
 - B. *Knowingly violates any terms or provisions of this Ordinance.*
3. *Violations of this Ordinance shall be treated as strict liability offenses regardless of intent.*
4. *This Ordinance governs fire safety and public health, safety, and general welfare. Accordingly, any person, firm, corporation, or organization violating or failing to comply with any of the provisions of this Ordinance shall be subject to the penalty as provided for in the City of Reading Code of Ordinances.*
5. *The penalty upon conviction of any violation of this section is Five Hundred Dollars (\$500.00.)*

Penalties.*The administration may promulgate further regulations concerning this section.*

~~1. It shall be unlawful for any person to stage, present, or conduct or attempting to stage, present or conduct an event without first having obtained a permit therefore as herein provided or who shall otherwise violate any of the provisions of this Part.~~

§15-1225. Penalty for Violations of Ordinance

~~1. A person commits a summary offense if he/she:~~

~~A. Knowingly commences or holds a Special Event without a Special Event Permit or with a permit that has expired or has been revoked; or~~

~~B. Knowingly violates any terms or provisions of this Ordinance; or.~~

~~2. Violations of this Ordinance shall be treated as strict liability offenses regardless of intent.~~

~~3. This Ordinance governs fire safety and public health, safety, and general welfare. Accordingly, any person, firm, corporation, or organization violating or failing to comply with any of the provisions of this Ordinance shall be subject to the penalty as provided for in the City of Reading Code of Ordinances.~~

~~4. The penalty upon conviction of any violation of this section is Five Hundred Dollars (\$500.00.)~~

R E S O L U T I O N N O._____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS
FOLLOWS:

That James McDevitt is appointed to the Human Relations Commission with a
term ending February 14, 2017

Adopted by Council_____, 2013

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS
FOLLOWS:

That Daniel Laws Jr is appointed to the Downtown Improvement District
Authority with a term ending January 1, 2015

Adopted by Council _____, 2013

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk